

EXHIBIT C

THE UPLAND CONDOMINIUM RULES AND REGULATIONS

1. These Rules and Regulations set forth below are supplemented by the Upland Condominium Association Information/House Rules which memorialize the Association's historic policy and practice of it being a self-managed, owner-occupied Condominium, which rules are attached hereto and incorporated herein as Attachment 3 ("Upland Condominium Association Information").
2. Each Unit Owner must maintain and repair his own Unit to keep it in good order, in accordance with the provisions of the Bylaws.
3. Nothing shall be altered or constructed in or removed from the common areas and facilities except upon the prior written consent of the Manager(s).
4. Each Unit Owner or Occupant shall keep his or her Unit and such Unit's Limited Common Area Decks in a good state of preservation and cleanliness, snow removal therefrom, and shall avoid placing heavy objects thereon, and with respect to plant maintenance, shall use reasonable watering methods to avoid dripping water below.
5. Nothing shall be done in any Unit or in, on or to the Common Areas which impairs the structural integrity of the buildings. Nothing shall be done in any Unit or in, on or to the Common Elements which would structurally change any building without the prior written consent of the Manager(s).
6. No clothes, clotheslines, sheets, blankets, laundry, or any kind of other articles shall be hung out of a unit or exposed on any part of the Common Areas and Limited Common Areas for an unreasonable period as determined by the Board of Managers. The Common Areas shall be kept free and clear of all rubbish, debris, and other unsightly materials. The Board of Managers shall set and post the time for unit owner use of the basement laundry facilities.
7. The Common Areas shall not be obstructed without the prior written consent of the Manager(s).

8. The Common Areas shall not be decorated or furnished by any Unit Owner or Resident in any manner without the prior written consent of the Manager(s).

9. In addition to all other prohibited signs, no real estate “For Sale” or “For Rent” or other signs may be placed on the common areas, nor may any signs be visible from any unit. The use of the units and the common areas and facilities, as well as the safety and maintenance of all personal property of the Unit Owners and Residents kept in such areas and in the units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners and Residents, and neither the Managers, the seller, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility thereof.

10. The use of the Units and the Common Areas (including the Limited Common Areas), as well as the safety and maintenance of all personal property of the Unit Owners and Occupants kept in such areas and in the Units, shall be the responsibility, and shall be at the sole risk, of the respective Unit Owners and Occupants, and neither the Managers, their respective agents, servants, employees, successors or assigns, shall bear any responsibility thereof.

11. Each Unit Owner or Occupant assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees, and lessees.

12. Condominium Fees and related charges are due and payable the first day of each month. All Units with balances outstanding as of the fifteenth of each month will be charged a late fee, in such reasonable amount as the Manager (s) may determine from time to time. Balances which remain unpaid will be referred to an attorney for collection. The cost of such collection action will be charged against the Unit.

13. The Unit Owner of each Unit is required to provide the Manager(s) with the name, address, and contact person of each mortgage holder for his or her Unit. Failure to do so in a timely manner will result in the Bylaws securing the information from a “title search”. The cost of completing said title search will be assessed against the Unit.

14. As the water and sewer are not metered separately, each unit owner shall make reasonable efforts to avoid excessive water usage.

15. No yard sale shall be held in the Common Areas without the prior written consent of the Manager(s), such consent not to be unreasonably withheld.

16. No trash, garbage, debris, refuse or recyclables (“trash”) shall be stored in the Common Areas, except temporarily in connection with any municipal trash pick-up and, in such circumstances, only in such portion of the Common Areas as the Managers may designate or approve, and only if such trash is of a type that is subject to municipal trash pick-up, is properly secured in appropriate containers, and is placed in such designated or approved area on the day scheduled for such pick-up. No Unit Owner or Occupant shall cause or permit trash or unsightly material to accumulate on the Common Areas, including in any Limited Common Areas. Furniture, televisions, computers, monitors, hazardous waste, paint, solvents, oil, mattresses, appliances, etc. shall not be disposed of in any common trash disposal or storage area, and special arrangements with a trash hauler must be made by the Unit Owner/Occupant, at his or her own expense, for off-site disposal of such property or materials.

17. Notwithstanding any provision of the Condominium Documents to the contrary, one (1) American flag no larger than three feet (3’) by five feet (5’), may be affixed or displayed on the exterior of a Unit, in such location and by such method as shall first be approved by the Managers upon written request. No other flags may be affixed or displayed on the exterior of any Unit or otherwise on any portion of the Common Areas, without the prior written consent of the Managers. No more than one (1) flag, including an American flag, may be so affixed or displayed on the exterior of any Unit or at any one time.

18. Pursuant to M.G.L. Chapter 183A and these Bylaws, the Manager(s) may assess fines and attorneys’ fees against Unit Owners for violations of the Master Deed, Bylaws and Rules and Regulations and such fines and attorneys’ fees shall constitute a lien against such Owner’s Unit and shall be the personal liability of such Unit Owner. Each day a violation continues after notice shall be considered a separate violation. Each fine shall be in the amount of \$50.00 provided, however, that by vote or consent action of the Manager(s) the amount of each fine can be changed to such reasonable amount (including a sliding scale for repeat violations) as the Manager(s) may determine.

19. Unit Owners shall not use their Unit, furnishings, or appliances to expose the Condominium Association to higher insurance premiums and or deductibles. By way of example, all dishwashers, washing machines and water heaters, where applicable shall be properly maintained, and, if necessary, timely repaired and replaced.

20. Specific Unit Owner Maintenance Obligations:

WHEREAS, the Unit Owners are entitled to exclusive possession of their respective Units pursuant to M.G.L. c. 183A, § 4, and also have the responsibility to properly maintain and repair their respective Units.

WHEREAS, the Board of Managers (“Board”) seeks to ensure that the Condominium, including the Units, are properly maintained so to prevent mold growth on the Condominium premises.

WHEREAS, it is essential that any moisture and water intrusion be promptly addressed to inhibit the growth of mold.

WHEREAS, it is critical that the Board be alerted immediately to the first signs of water intrusion within a Unit or the common areas of the Condominium to prevent and/or minimize the spread of water intrusion and moisture-related conditions to the Common Elements, the affected Unit and other Units in the Condominium.

WHEREAS, the Unit Owners, having the exclusive possession of their respective Units, are solely able to observe any evidence of water intrusion, excessive moisture and/or corresponding mold growth within said Units.

WHEREAS, there is a need to establish both orderly and uniform procedures to address moisture and water intrusion in Units and common areas for the purpose of protecting the Units and Common Elements of the Condominium.

NOW, THEREFORE, that the following obligations are the responsibility of each Unit Owner at the Condominium:

A. Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state, with a minimum air temperature within the Unit of not less than 60° degrees Fahrenheit and, for any Unit with a cooling system, a maximum air temperature of not greater than 77° Fahrenheit. Indoor relative humidity must be maintained between 30% and 55 % at all times.

B. Unit Owners shall be responsible to:

- (i) clean and dust the surfaces within a Unit on a regular basis;
- (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;

- (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;
- (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts;
- (v) engage a professional remediation company to mitigate any damage to the Unit resulting from leaks or spills;
- (vi) use braided metal hoses or high pressure equivalent on dishwashers and washing machines, if any;
- (vii) utilize licensed plumbers and electricians for any plumbing or electrical work within the unit;
- (viii) properly maintain, caulk, repair and replace all windows and skylights (if any) serving the unit to ensure they remain free of leaks or condensation; and
- (ix) notify the Board in writing of a contact person and emergency number if they are away from the unit for a period of two (2) days or more.

C. Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents (if any). In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.

D. Unit Owners are required to report immediately, in writing, delivered to the Board:

- (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;
- (ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner;
- (iii) any failure or malfunction of any plumbing, heating, ventilating or air conditioning system serving the Unit; and
- (iv) any inoperable doors or windows.

E. Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning, and remediation to repair the Unit and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to take any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4.

F. Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or arising out of, relating to or resulting from the Unit Owner's failure to comply with the terms of this Resolution, the Master Deed, the Bylaws or the Rules and Regulations or for any other reason caused by the Unit Owner's actions. Such costs shall also include all costs incurred by the Bylaws, including, but not limited to, expenses for industrial hygienists and attorneys' fees.

G. As set forth elsewhere herein, Unit Owners shall be personally responsible and liable for any fines, costs and attorneys' fees for violations of this Resolution and any damages suffered by the Condominium or other Owners or occupants at the Condominium, including any injuries to persons, arising out of, relating to or resulting from the failure of the Unit Owner to comply with the terms of this Resolution.

H. Any expenses or fines or attorneys' fees charged to a Unit Owner arising out of failure of the Unit Owner to fulfill its obligations hereunder shall constitute a lien against the unit and shall be a personal liability of the unit owner.

I. Each Unit owner shall follow the requirements and procedures set forth by the Board of Managers with regard to the procurement and maintenance of insurance policies on their units and shall provide a valid Certificate of Coverage or Declaration of Insurance to the Board of Managers annually to the Board of Managers. A copy of the Board's insurance procedures is attached and incorporated herein as Attachment 1 ("Insurance Procedures").

21. Each Unit Owner shall furnish and otherwise provide to the Association the information requested on the form provided which form is attached and incorporated as Attachment 2 ("Unit Owner Data Form").

22. The Condominium Property is for residential and accessory purposes only. No Unit may be used, in whole or in part, for business purposes except for permitted accessory uses.

23. Any consent or approval given under these Rules and Regulations and House Rules may be added to, amended, or repealed at any time by the majority vote of the Board of Managers.

24. These Rules and Regulations and House Rules may be amended from time to time by the Board of Managers. The Managers shall have authority to enforce these regulations using fines, legal action, etc.

ATTACHMENT 1 TO THE UPLAND CONDOMINIUM ASSOCIATION RULES AND REGULATIONS- INSURANCE PROCEDURES

Master Policy: THE UPLAND CONDOMINIUM ASSOCIATION as stated in Article V of the Bylaws, maintains Master Policies of casualty and physical damage (if any) covering only common areas and facilities and certain fixtures within the units. Unit Owners are responsible for obtaining casualty and physical damage insurance for any items not covered by the master insurance policy and for the deductible.

A certificate of the coverage (if any) maintained on behalf of the Owners' Association can be secured by contacting the current Insurance Agent for the Condominium. When you call you should have the following information available in order to expedite your request:

- 1) Unit Owner's Name or New Buyer's Name
- 2) Number of Unit
- 3) Mortgagee name and complete mailing address
- 4) Loan or reference number

Home Owner Policy: It is the sole responsibility of each individual condominium unit owner to insure his/her own unit, personal effects/contents, personal liability, unit improvements to the extent not covered by the master insurance policy and coverage for the Association's deductible (usually \$5,000 - \$10,000 per unit/per claim for property damage).

All Unit Owners must purchase an insurance policy covering items not covered under the Master Insurance Policy and must require tenants to carry an HO-4 tenants' policy. Your agent will need to know that a Master Policy does not provide coverage for damage to certain items within your unit and certain causes of loss are not covered by its Master Insurance Policy (e.g. earthquake and flood).

We strongly recommend the basic policy be endorsed to add HO32 coverage which extends perils insured against from a "named peril" basis to so called "all risk" coverage although some limitations still remain. This coverage will provide the Owner with coverage for the Association's deductible. Discuss particulars with your agent. Homeowners should also consider HO35 - Loss Assessment Coverage.

These comments are intended only as a guide for unit owners to assist them in developing a proper personal insurance program. We recommend to all unit

owners to review their own personal insurance requirements with their insurance agent or advisor.

Liability: Liability insurance is the responsibility of Unit Owners and must be carried by each unit owner and tenants.

ATTACHMENT 2 TO THE UPLAND CONDOMINIUM ASSOCIATION RULES
AND REGULATIONS-UNIT OWNER DATA FORM

UNIT OWNER DATA FORM

1. UNIT OWNER(S):
2. UNIT OWNER(S) ADDRESS:
3. OWNER(S) MAILING ADDRESS:
4. UNIT OWNER PHONE NUMBER (DAYTIME):
5. UNIT OWNER PHONE NUMBER (EVENING):
6. MORTGAGEE(S):NAME:
ADDRESS:
LOAN NO:
PHONE NO:
7. TENANT(S)/OCCUPANT(S):
NAME:
NAME:
NAME:
DAYTIME PHONE:
EVENING PHONE:
8. RESIDENT VEHICLE INFORMATION:
TYPE: _____ TYPE:
COLOR: _____ COLOR:
MODEL: _____ MODEL:
LICENSE PLATE NO: _____ LICENSE PLATE NO:
9. PERSON OR COMPANY RESPONSIBLE FOR MAINTENANCE OF
UNIT (IF NOT UNIT OWNER):

Telephone: _____ Fax: _____ Email: _____

10. Owner is hereby informed that the company responsible for the maintenance
of the common areas
is: _____

Telephone: _____ Fax: _____ Email:

11. Homeowners' Insurance Policy Information: Name and Address of Agent and Insurance Company _____, Policy Number _____; Expiration Date: _____ (attach copy of Declaration Page of Insurance)

Original to be returned to _____, _____, _____ and Unit Owner will receive a copy back for his/her records

ATTACHMENT 3 TO THE UPLAND CONDOMINIUM RULES AND REGULATIONS

UPLAND CONDOMINIUM ASSOCIATION INFORMATION/HOUSE RULES

The Upland Condominium Association is:

- Self Managed
- Communal
- Owner Occupied

Management

Upland Condo Association is a Self-Managed Association. We do not use a management company to run our building. As such, upkeep and maintenance are done by unit owners when possible (and prudent). Larger and more complex projects are done by directly hiring vendors on behalf of the association. Large decisions are made at House meetings by simple majority vote. Day-to-day decisions are made by the Treasurer, after consultation with other unit owners, if necessary.

Fees

Monthly condominium fees are due by the 15th of each month. Unit owners can leave a check made out to "Upland Condominium Association" in the Treasurer's mailbox, or preferably have your bank send a check or make a direct deposit into the Association's account.

Special assessments are authorized via a House Meeting (usually to authorize a large project), and are payable under whatever terms are agreed to in the meeting.

Post July 2017, new unit owners are required to present 2 months of condominium fees prior to Move-in date. If there is damage to common areas due to moving, the damages will be paid from this fee. After inspection, if there is no damage, the fees will be returned, or held as payment for the first 2 months of condominium fees, at the new unit owner's direction.

Communal Nature of the House 186-188 Upland is one of the first condominium conversions in Cambridge, following a few years where the house was run as a Co-op. When the original conversion to Co-op happened in the early 1960's, there was a deliberate decision to share house expenses, rather than install 6 versions of

all systems. Therefore, there are 3 water bills (186, 188, and outside spigots), 2 electric bills (186, 188), and 1 gas bill.

Financial Implications

Since we are sharing systems, the monthly operating expenses are the responsibility of the Association as a whole. This includes: water, gas for heat and cooking, and electricity. Owners who are not in residence for any period of time are helping to pay for the water, gas, and electricity for the ownership that is in residence. We all pay for each other's consumption, and therefore we expect moderation in owners' consumption.

Physical Implications

There is one thermostat for each boiler (186 side and 188 side), set in a common location. The temperature called for on each thermostat is set by agreement and informed by remote temperature sensors, located in each owner's unit. No individual owner has direct control over the heat in their unit. There will be times, particularly in the spring and fall, when an individual unit is either hotter or cooler than the temperatures called for - however, for the most part, house temperature is consistently close to 70 degrees during the heating season.

There is a common system for hot water. If one unit uses all of the hot water, the other units must wait until it is replenished.

This is a fairly compact and old house. We are quite literally living on top of one another in a fairly confined space. We expect everyone to be collegial and respectful of the owners living above and below us. Here are some common sense guidelines:

- Be careful not to allow the front (or any) door to slam.
- Be respectful of the common entryway and stairway - we have set up several mats for wiping footwear and a bench for removing footwear in inclement weather - please use them rather than tracking in mud, sand, salt and snow.
- Be aware that almost any stairway leading to your floor, whether it is in common space or not, is above another owner's unit.
- Be aware of your foot traffic even in your own unit. Noise and vibration travel downward. We ask that owners place carpeting in appropriate spaces on the second floor and above, and that everyone attempt to avoid a heavy footfall (obviously, this is problematic with small children, but we want everyone to be courteous of one another).

- There is a laundry room in the basement of the 188 side, and some units have washers and dryers in their unit. We ask that the first load not start before 8:00AM and the last load of laundry is finished by 9:30PM, except in cases of emergency.
- The back decks outside each unit are considered common space, but set aside for each unit owner's personal use. Please use common sense when enjoying your space - 4 of the 6 decks are located above another deck, so anything that spills will inevitably land on some other deck and the people who are trying to use their space. If you need to clean your deck, you need to make arrangements with abutting neighbors for timing and the cleaning of the decks below yours.
- We have a largely quiet house, with several owners spending a great deal of time during the day in their units. Please be respectful of the noise you and your guests create. Please be respectful of other owners trying to sleep after 11PM.
- If you're going to have a large gathering - in your space, on your deck, or even in the common patio, please let other owners know-out of courtesy, and in case there is a conflict.
- If you're going to have work done (either by yourself or a vendor) inside your unit, please inform the rest of the unit owners.
- If you are having electrical or plumbing work in your unit, please inform the rest of the unit owners – if water has to be turned off, or if an electrical circuit breaker has to be thrown, there is a good chance it will affect some or all of the other owners.
- Any significant change (e.g. adding plumbing, heating, or appliances - and certainly any renovation) needs to be discussed and approved at a House Meeting. The usual guideline is if you are replacing an existing item, then you merely have to notify your neighbors regarding the installation, since there will be a disruption. If you are adding something (e.g. dishwasher, trash compactor, a restaurant-class stove, an additional oven), you will need House approval.
- Likewise, if you consider any work that requires access to common space (including between your interior walls and the external walls, and between your floor and the ceiling below), you must get it approved at a House Meeting.

Owners' responsibilities include:

- Maintaining all condo exterior and interior common areas. Common areas are simply everything outside the individual unit's front and back doorways.
- Keeping the front entryway and staircases clean. Absolutely no storage of any personal items in front hallway.
- An exception is made for one baby carriage per family. Please fold them and store.
- Taking trash cans and recycle bins around to front of house Sunday evenings.
- Returning trash cans and recycle bins to storage shed Monday.

- Replacing light bulbs in hallway-If there is a light fixture above your unit's door, it is your responsibility to replace it.
- Yard work (Seasonal cleanups, landscape maintenance, watering).
- Snow Removal (sidewalks, walkways, path to back cellar door, back stairways).
- Sorting the mail and taking in packages.
- Should you be tasked with managing a vendor during a repair by the Association, please communicate status (costs, decisions, work status) with the rest of the Association.

Please note that many of the items above are shared responsibilities and are done on a rotating basis. Common sense and overriding notions of consideration for your neighbors and equitable distribution of often mundane tasks, ought to prevail.

Additionally, consideration is given to unit owners with physical issues.

House Meetings

House meetings take place at least once a year to review expenses for the year and to discuss the following year's budget. When there is a change in ownership, an introductory house meeting is held. When there are many projects going on (and that is frequently the case), then meetings are held more frequently.

When projects need to be done, they are discussed, prioritized, funded (through special assessment or out of the operating account), and approved. Since there is no Management company, owners determine who amongst themselves will gather proposals and bids. Once a vendor is selected, owners determine who will be the Association's point person to communicate with and manage the vendor.

Owner Occupied

The Association always has been, and wishes to remain a building with 100% owner occupation. Since unit owners are so intimately involved in the running of the house, it does not lend itself to absentee ownership. Rental of units is limited to 1 year to accommodate sabbaticals, subject to House approval and conditions. Ownership is required to return after the rental period.

Pets

The Association allows pets, but due to space and noise considerations, we have historically limited each unit to have 1 dog and/or 2 cats. The pets must be well-behaved and quiet.