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NINTH AMENDMENT OF BY-LAWS OF WALCOTT VALLEY
TOWNHOUSE CONDOMINIUMS

In accordance with paragraph 7 at page 6 of the Master Deed and Article XII section 1 at page 41 of the By-Laws, by a written vote of no less than 66 2/3% in number and in common interest of all Unit Owners, cast by mail in accordance with the By-Laws on June 1, 1990, the President and Treasurer of Walcott Valley Townhouse Condominium Association, Inc., Board of Managers, are hereby authorized to record the following amendment to the By-Laws as the same are recorded with the Middlesex Registry of Deeds, Book 12460, page 379, as amended.

1. By striking Article VI, Section 7 at pages 20-22, as Amended by the Sixth Amendment to the Master Deed and By-Laws in its entirety and, replacing it with the following new section 7:

"SECTION 7. INSURANCE. The Board of Managers shall be responsible for obtaining and maintaining the following insurance:

1. Fire and Physical Damage Insurance with extended coverage, insuring all of the buildings containing the Units and including all Units and the, bathroom and kitchen fixtures therein, as well as service machinery and all other items normally deemed to be part of the building for insurance purposes. Such insurance shall not include furniture, furnishings or other personal property of the Unit Owner contained therein. Such insurance shall cover the interest of the condominium, Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an amount and with a deductible as reasonably determined by the Board of Managers. Each such policy shall contain standard mortgagee clause in favor of each mortgagee of the Unit, which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interests may appear, subject however, to the loss payment provisions in favor of the Board of Managers;
2. Worker's Compensation Insurance;
3. Public Liability Insurance in such amounts and with such coverage as the Board of Managers shall from time to time reasonably determine, but at least covering each member of the Board of Managers, the Managing Agent, the Manager and each Unit Owner and with Cross Liability endorsements to cover liabilities with the Unit Owners as a group towards a Unit Owner; and
4. Such other insurance which the Board of Managers may reasonably determine is required.

All such policies shall provide that an adjustment of loss shall be made by the Board of Managers and that the net proceeds thereof shall be payable to the Board of Managers.

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All policies of Fire and Physical Damage Insurance shall contain waivers of subrogation and waivers of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of any invalidity arising from any acts of the insured or any Unit Owner, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written Notice to all of the insured, including all mortgagees of Units. Duplicate originals of all policies of Fire and Physical Damage Insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

Unit Owners should carry insurance for their own benefit insuring their flooring, carpeting, wall coverings, fixtures, furnishings and other personal property provided that all such policies shall contain waivers of subrogation and further provide that the liability of the carriers issuing the insurance obtained by the Board of Managers, shall not be affected or diminished by reason of any such additional insurance carrier by any Unit Owner. To the extent that there is overlapping coverage for any insured loss, it is the intent of these By-Laws that the Association and its insurance shall be liable only for amounts in excess of the deductible carried on the Association Insurance Policy. Thus the Unit Owner shall pursue the loss under their own insurance for all amounts up to the amount of the association deductible. To the extent possible, all such insurance policies shall include whatever language is necessary to effect the intent of these By-Laws as written."

WALCOTT VALLEY
TOWNHOUSE CONDOMINIUM ASSOCIATION, INC.
100 WALCOTT VALLEY DRIVE
HOPKINTON, MA 01748

NOW THEREFORE, the undersigned being duly authorized officers and members of the Walcott Valley Townhouse Condominium Association, Inc. Board of Managers, hereby certify and declare that the foregoing amendment was duly adopted, is presently in full force and effect, shall constitute an amendment to the By-Laws as of the date of the recording hereof and that except as expressly amended hereby, the Master Deed and By-Laws, as amended shall remain unmodified and in full force effect.

IN WITNESS WHEREOF, the undersigned have executed these presents under seal this 29th day of November, 1990

WALCOTT VALLEY TOWNHOUSE CONDOMINIUM ASSOCIATION, INC.

BY: Kathy O'Neill
KATHY O'NEILL, PRESIDENT
BY: Robert Sayers
ROBERT SAYERS, TREASURER

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

November 29, 1990

Then personally appeared the above-named Kathy O'Neill and Robert Sayers and acknowledged the foregoing instrument to be their act and deed for the purposes therein set forth, before me.

Arthur Reardon
Arthur Reardon, Notary Public
My Commission Expires:

20 May 1994

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