

SCHEDULE A
to
BY-LAWS
RULES AND REGULATIONS FOR
WALCOTT VALLEY TOWNHOUSE CONDOMINIUM

1. No part of the Property shall be used for any purpose except housing and the common recreational purposes for which the Property was designed. Each Unit shall be used as a residence for a single family, its servants and guests. No portion or all of any Unit may be used as a professional office whether or not accessory to a residential use.

2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Managers except as herein or in the By-Laws expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws.

3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of any of the Buildings, or contents thereof, applicable for residential use, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law.

4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a Building and no sign, awning, canopy, shutter or radio or television antenna (except for master antenna system) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board of Managers.

5. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets owned by Unit Owners at the time of purchase of their Units (but not pets acquired thereafter), not to exceed one per Unit may be kept in Units, without the approval of the Board of Managers, but subject to the rules and regulations adopted by the Board of Managers, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice from the Board of Managers. In no event shall any dog be permitted in any portion of the Common Elements, unless carried or on a leash, or in any grass or garden plot under any circumstances.

6. No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing

noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in his Unit between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if the same shall disturb or annoy other occupants of any Building. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.

7. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any of the Buildings.

8. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

9. Except in recreational or storage areas designated as such by the Board of Managers there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the Common Elements except that terraces and balconies may be used for their intended purposes. Storage by Unit Owners in areas designated by the Board of Managers shall be at the Unit Owner's risk.

10. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale, "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein; nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Sponsor and the Board of Managers, or its agent, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than one (1') foot by two (2') feet.

11. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Managers.

12. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces or balconies thereof, any dirt or other substance.

13. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or

other electrical equipment in such Unit.

14. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent, may enter any room or Unit in the Buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

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

16. Nothing shall be hung from the windows, terraces or balconies or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies or terraces.

17. The parking spaces shall not be used for any purpose other than to park automobiles excluding, specifically, trucks, commercial vehicles, trailers, or boats.

18. No terrace or balcony shall be decorated, enclosed or covered by any awning or otherwise without the consent in writing of the Board of Managers.

19. No Unit Owner or occupant or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid,

material, chemical or substance, except such lighting and cleaning fluids as are customary for residential use.

20. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Managers, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

21. The Board of Managers, or its designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board of Managers. In case such consent is given, the Unit Owner shall provide the Board of Managers, or its agent, with an additional key pursuant to its right of access to the Unit.

22. Draperies or curtains or blinds must be installed by each Unit Owner on all windows of his or her Unit and must be maintained in said windows at all times.

23. The Board of Managers shall, from time to time, promulgate a list of service and convenience individuals and firms such as dry-cleaners, launderers, milkmen, repairmen, etc. who are authorized to do business on the Property. No other such individuals or firms shall be authorized on the Property without the approval of the Board of Managers.

CERTIFIED COPY OF RESOLUTIONS OF BOARD OF TRUSTEES

I, THOMAS L. DAVID, do hereby certify that I am the duly elected and qualified Secretary of DOMINION MORTGAGE AND REALTY TRUST, a Massachusetts Business Trust, and that the following is a true and correct copy of a resolution duly adopted at a Meeting of the Board of Trustees of DOMINION MORTGAGE AND REALTY TRUST held on the 26th day of September, 1972.

RESOLVED, that Gordon R. Gross, Roswell S. Buck, Richard P. Brennan, Clifford B. Marsh, Jr., Thomas C. Vassallo, Ronald F. Poe, and Robert Thomson, or any of them as Trustees are hereby authorized to take title in behalf of the Trust and to execute any and all documents in behalf of the Trust, including but not limited to Deeds, Mortgages, Assignments, Releases and Discharges of Mortgages, Building Loan Agreements, Security Agreements, as well as any other agreements necessary in the opinion of counsel to effectuate the acquisition of an investment property or the lending of funds, previously authorized by the Trustees and any and all documents deemed necessary by counsel to transfer property owned by the Trust, whether real or personal, tangible or intangible. This power is granted pursuant to Articles 1.1 and 2.8b of the Declaration of Trust dated January 21, 1971, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my hand as Secretary and have caused the seal of DOMINION MORTGAGE AND REALTY TRUST to be hereunto affixed this 5th day of June, 1973.




Thomas L. David, Secretary

APR 17-75 PM 5:53 256NE**10.50

BK 12783 PG 038

R 10.56

AMENDMENT OF MASTER DEED AND BY-LAWS OF
WALCOTT VALLEY TOWN HOUSE CONDOMINIUMS

WHEREAS, on June 21, 1973, Wendell Berman, Michael Radasch, James T. Diamond and Richard A. L'Europa, Trustees of Walcott Valley Realty Trust ("Walcott Trustees"), u/d/t dated July 26, 1971 and recorded with Middlesex South District Registry of Deeds in Book 12047, Page 686, as amended by instrument recorded with said Deeds in Book 12450, Page 573, the sole owners of certain land on Walcott Street, Hopkinton, Middlesex County, Massachusetts, did submit said land and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the Massachusetts General Laws by the recording of a Master Deed dated June 12, 1973 with said Deeds in Book 12460, Page 367 ("Master Deed"); and

WHEREAS, said Walcott Trustees did cause to be recorded together with the Master Deed an instrument entitled "By-Laws of Walcott Valley Town House Condominiums" in Book 12460, Page 379 of said Deeds ("By-Laws"); and

WHEREAS, Paragraph 7 of the Master Deed provides as follows:

"7. Amendment of Master Deed. This Deed may be amended by the vote of at least 66-2/3% in number and in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by 66-2/3% in number and in common interest of all Unit Owners."; and

WHEREAS, Article XII of the By-Laws provides as follows:

"ARTICLE XII

Amendments to By-Laws

SECTION 1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of 66 2/3% (or if such modification or amendment affects a provision then requiring a larger percentage, such larger percentage) in number and in common interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose.

For as long as Sponsor remains the owner of any Unit, these By-Laws may not be amended so as to adversely affect Sponsor without Sponsor's consent."; and

WHEREAS, on April 2, 1975, at a meeting of Unit Owners of the Walcott Valley Town House Condominiums ("Unit Owners") duly held for such purpose, in accordance with the requirements of the Master Deed and By-Laws, the following votes ("Votes") were adopted by Unit Owners constituting greater than 66 2/3% in number and in common interest in the Walcott Valley Town House Condominiums:

5494 P 237
498 P 238
294 P 239

"VOTED:

1. Effective upon but not until New England Communities, Inc.'s acquisition of the unsold units of the Walcott Valley Town House Condominium now owned by Walcott Valley Realty Trust ("Sponsor") or from Sponsor's successor in interest with respect to such units, the By-Laws of Walcott Valley Town House Condominium recorded in Middlesex South Registry of Deeds in Book 12460, beginning at page 379, and, insofar as applicable, the Master Deed with respect thereto and recorded in said Registry in Book 12460, beginning at page 367 are amended as follows:
2. That references in these By-Laws, as amended hereby, and in the condominium documents as amended to New England Communities mean New England Communities, Inc. a Massachusetts corporation of Newtonville, Middlesex County, Massachusetts, or any subsidiary corporation thereof, which corporation for the purpose of resale, acquires the unsold units in the condominium known as Walcott Valley Town House Condominium from the Sponsor or successor in interest of the Sponsor. No obligation is herein undertaken by or imposed upon New England Communities except as a unit owner in common with other unit owners with respect to the repair or construction of units and/or buildings, including the common elements appurtenant thereto, it being understood that New England Communities is not assuming the responsibilities of Walcott Valley Realty Trust as Sponsor with respect to units and the appurtenant common elements sold by said Trust heretofore.
3. That the Board of Managers shall establish an adequate reserve fund for the replacement of common elements, which reserve fund shall be funded from a portion of the monthly common charges and which shall be expended from time to time, as the Board of Managers shall determine for replacement of common elements.
4. That for purposes of Article VI Section 1 New England Communities will be required to pay only twenty-five percent (25%) of the common charges allocable to any unoccupied units acquired by it from the Sponsor or successor in interest of the Sponsor but will be required to pay common charges in full on any occupied unit owned by it.
5. Notwithstanding the By-Law provisions set forth in Article VI, Section 11(f); Article VIII Sections 1 and 4; and, any other provisions of the By-Laws, Master Deed, or other condominium documents to the contrary, any provisions relating to requiring the consent of the Board of Managers or granting a right of first refusal with respect to a lease of any unit or a sale thereof shall not be applicable to New England Communities except with respect to leases or extensions of leases for terms in excess of one year or leases the monthly rental of which is less than two hundred dollars (\$200.00) per month exclusive of utilities. All leases executed by New England Communities on units at Walcott Valley Town House Condominium shall state plainly that tenancies thereunder are governed by the By-Laws of Walcott Valley Town House condominium and amendments thereto and shall have a copy of said By-Laws attached.

6. That Article VII of the By-Laws be amended by the addition of a new Section 5, providing that unless at least 75% of the first mortgagees (based upon one vote for each first mortgage owned) of condominium units have given their prior written approval, the Condominium Owners Association shall not be entitled to:

- (1) by act or omission, seek to abandon or terminate the condominium regime;
- (2) change the pro rata interest or obligations of any condominium for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each unit in the appurtenant real estate and any improvements thereon which are owned by the unit owners in the condominium project in undivided pro rata interests ("common elements");
- (3) partition or subdivide any condominium unit;
- (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer, the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause.
- (5) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

7. That Article II Section 1 of the By-Laws be amended to provide that the number of Managers which shall constitute the whole Board shall be seven. Notwithstanding Article II Section 1 New England Communities, Inc. shall be entitled to elect at least one (1) member of the Board of Managers who need not be a unit owner so long as New England Communities, Inc. owns five (5) or more units, provided that at such time as New England Communities no longer owns at least five (5) units the term of the Manager not elected by New England Communities with the shortest then remaining term shall terminate and the term of the Manager elected by New England Communities shall terminate and from that time the number of Managers which shall constitute the whole Board shall be five.

8. That Article II Section 2 be amended to provide that any contract for management services executed by the Board of Managers shall be for a term of not more than three years and shall be terminable for cause on not more than ninety (90) days notice.

9. Upon the request of New England Communities the duly authorized Officers of Walcott Valley Town House Condominium Association shall execute for recording instruments of amendment to the By-Laws and the condominium documents, including the Master Deed, in a form satisfactory to counsel for New England Communities and counsel for the Condominium, to reflect the votes hereinabove set forth, said instruments of amendment to be prepared and recorded at the expense of New England Communities and recorded immediately prior to the recording of Unit Deeds from the Sponsor or successor in interest of the Sponsor conveying title to the previously unconveyed units described above to New England Communities."

NOW THEREFORE, in accordance with Paragraph 9 of the Votes, the undersigned, duly authorized Officers of Walcott Valley Town House Condominium Association, do hereby certify and declare that the Votes were duly adopted, are presently in full force and effect, shall constitute amendments to the By-Laws and Master Deed as of the date of the recording hereof and that except as expressly amended hereby, the By-Laws and Master Deed shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed these presents under seal this 9th day of APRIL, 1975.

WALCOTT VALLEY TOWN HOUSE CONDOMINIUM ASSOCIATION

By James Freeman
President

By Harvey Glasser
Treasurer

~~Confirmed and~~ assented to as a sealed instrument this 9th day of April, 1975.

WALCOTT VALLEY REALTY TRUST

By Wendell Freeman

By _____

By _____

By _____

AS
TRUSTEES
BUT NOT
INDIVIDUALLY

~~Confirmed and~~ assented to as a sealed instrument this 9th day of April, 1975 by Harry Olins, as Receiver of Walcott Valley Realty Trust in Proceedings under Chapter XI of the Federal Bankruptcy Act, United States District Court, District of Massachusetts, Docket No. 74-1858-G.

Harry Olins
Harry Olins, as Receiver but
not Individually

COMMONWEALTH OF MASSACHUSETTS

mid/sex

, ss.

April 9, 1975

Then personally appeared the above-named James Freeman

and Harvey Glasser, who, being before me duly sworn, did say that they are the President and Treasurer, respectively, of Walcott Valley Town House Condominium Association and that the foregoing instrument was signed and sealed in behalf of said Walcott Valley Town House Condominium Association by authority of the Unit Owners thereof and said James Freeman and Harvey Glasser acknowledged said instrument to be the free act and deed of said Walcott Valley Town House

WY 29-75 IN 12-95 0991E-1000

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SECOND AMENDMENT OF MASTER DEED AND BY-LAWS OF
WALCOTT VALLEY TOWN HOUSE CONDOMINIUMS

WHEREAS, on June 21, 1973, Wendell Berman, Michael Radaach, James T. Diamond and Richard A. L'Europa, Trustees of Walcott Valley Realty Trust ("Walcott Trustees"), u/d/t dated July 26, 1971 and recorded with Middlesex South District Registry of Deeds in Book 12047, Page 686, as amended by instrument recorded with said Deeds in Book 12450, Page 573 and further amended by instrument recorded in Book 12598, Page 115, the sole owners of certain land on Walcott Street, Hopkinton, Middlesex County, Massachusetts, did submit said land and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the Massachusetts General Laws by the recording of a Master Deed dated June 12, 1973 with said Deeds in Book 12460, Page 367 ("Master Deed") as amended by instrument dated April 9, 1975 and recorded at said Deeds in Book 12783, Page 41; and

WHEREAS, said Walcott Trustees did cause to be recorded together with the Master Deed an instrument entitled "By-Laws of Walcott Valley Town House Condominiums" in Book 12460, Page 379 of said Deeds (By-Laws") as amended by the instrument recorded in Book 12783, Page 38; and

WHEREAS, Paragraph 7 of the Master Deed provides as follows:

"7. Amendment of Master Deed. This Deed may be amended by the vote of at least 66-2/3% in number and in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by 66-2/3% in number and in common interest of all Unit Owners."; and

WHEREAS, Article XII of the By-Laws provides as follows:

"ARTICLE XII

Amendments to By-Laws

SECTION 1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of 66 2/3% (or if such modification or amendment affects a provision then requiring a larger percentage, such larger percentage) in number and in common interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose.

For as long as Sponsor remains the owner of any Unit, these By-Laws may not be amended so as to adversely affect Sponsor without Sponsor's consent."; and

WHEREAS, on April 24, 1975, at a meeting of Unit Owners of the Walcott Valley Town House Condominiums ("Unit Owners") duly held for such purpose, in accordance with the requirements of the Master Deed and By-Laws, the following votes ("Votes") were adopted by Unit Owners constituting greater than 66 2/3% in number and in common interest in the Walcott Valley Town House Condominiums:

MARGIN L REFERENCE REQUESTED
BOOK 12460 PAGE 367

379

BOOK 18765 P 154

BOOK 16254 P 564

BOOK 16327 P 132

BOOK 16404 P 533

VOTED

- 1) That Article VII Section 3 of the By-Laws be amended by addition of the following sentence at the end: "A first mortgagee at his request is entitled to written notification from the association of owners of the condominium of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within thirty (30) days."
- 2) That Article VIII Section 7 be amended by deleting the phrase "or to the acquisition or sale of a Unit, together with Appurtenant Interests, by a mortgagee herein authorized who shall acquire title to such Unit by a foreclosure or by deed in lieu of foreclosure." and substituting therefor the phrase "or to the acquisition by, sale to, or coming into possession of a Unit, together with Appurtenant Interests, by a mortgagee who shall acquire title or possession of such unit by foreclosure or by deed (or assignment) in lieu of foreclosure or by any other remedy provided in the mortgage."
- 3) That Article VI Section 2 be amended by substituting the words "common charges or assessments" for the words "common charges" wherever they appear and by deleting the words "except that a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to, a lien for the payment of common charges assessed prior to the foreclosure sale." and substituting therefor "except that any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure or any other purchaser of a Unit at a foreclosure sale of such Unit, shall take the property free of any claims or liens for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into the possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged Unit)."
- 4) That Article VII Section 4 be amended by addition of the words "and records" after the words "books of account".
- 5) That Article VI Section 1 be amended by striking from the third sentence thereof the words "for a reserve fund for replacements" and by adding to the second sentence the following provision: "and the Board of Managers shall establish an adequate reserve fund for replacement of the common elements which must be funded by regular monthly payments rather than by special assessments."
- 6) That Article VI Section 8 be amended by the addition of a sentence at the end of the second paragraph as follows: "No provision of these By-Laws, nor the Master Deed of the Condominium, as amended, nor any related document is intended to give to a condominium unit owner, or any other party, priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds for losses to condominium units and/or common elements."
- 7) That Article IX Section 1 be amended by the addition of a sentence at the end of the second paragraph thereof as follows: "Notwithstanding anything contained herein to the contrary, no provision of these By-Laws, nor the Master Deed of the Condominium, as amended, nor any related document is intended to give to a condominium unit owner, or any other party, priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of condemnation awards for a taking of condominium units and/or common elements."
- 8) That Article II Section 3 of the By-Laws is amended by the addition of a sentence at the end thereof as follows: "Any contract for management services executed by the Board of Managers shall be for a term of not more than three years and shall be terminable for cause on not more than ninety (90) days notice."

NOW THEREFORE, the undersigned, duly authorized Officers of Walcott Valley Town House Condominium Association, do hereby certify and declare that the Votes were duly adopted, are presently in full force and effect, shall constitute amendments to the By-Laws and Master Deed as of the date of the recording hereof and that except as expressly amended hereby, the By-Laws and Master Deed shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed these presents under seal this 13th day of May, 1975.

WALCOTT VALLEY TOWN HOUSE CONDOMINIUM ASSOCIATION

By James Freeman
President

By Harvey Haines
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 13, 1975

Then personally appeared the above named James Freeman and Harvey Haines who, being before me duly sworn, did say that they are the President and Treasurer, respectively, of Walcott Valley Town House Condominium Association and that the foregoing instrument was signed and sealed in behalf of said Walcott Valley Town House Condominium Association by authority of the Unit Owners thereof and said James Freeman and Harvey Haines acknowledged said instrument to be the free act and deed of said Walcott Valley Town House Condominium Association, and the Unit Owners thereof.

Marjorie C. Goddard
Notary Public
My commission expires: April 3, 1981

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THIRD AMENDMENT OF MASTER DEED AND BY-LAWS OF
WALCOTT VALLEY TOWN HOUSE CONDOMINIUMS

In accordance with a vote of the Unit Owners of the Walcott Valley Town House Condominiums pursuant to the provisions of Article XII, Section 1, of the By-Laws of Walcott Valley Town House Condominiums, which By-Laws are recorded with Middlesex Registry of Deeds, Book 12460, Page 379, as amended, we, the undersigned President and Treasurer of the Walcott Valley Town House Condominium Association, by the authority vested in us by Article IV, Section 8 of said By-Laws, amend the said By-Laws as follows:

- Land In Hopkinton
1. By striking Section 4 of Article IV of said By-Laws and replacing it with the following new Section 4:

SECTION 4. NOTICE OF MEETINGS. It shall be the duty of the Clerk to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place when it is to be held, to each Unit Owner of record, at least five (5) but not more than fifteen (15) days prior to such meeting. The mailing of a notice in the manner provided in the By-Laws shall be considered notice served.

2. By striking Rule & Regulation #17 of Schedule A of said By-Laws and replacing it with the following new Rule & Regulation #17:

#17. The parking spaces shall not be used for any purpose other than to park automobiles. No trucks, commercial vehicles, tractors, boats or other similar property shall be parked in said parking space area. No unregistered vehicle shall be kept in the parking area or elsewhere on the premises of Walcott Valley Condominiums for more than three (3) weeks. At any time after the three (3) week period the Board, without notice, shall have the authority to have the vehicle towed to a storage area. All towing, storage and other costs shall be the obligations of the owner of any said vehicle.

3. By striking Rule and Regulation #20 of Schedule A of said By-Laws and replacing it with the following new Rule & Regulation #20:

#20. Within seven (7) days of written request by the Board of Managers each Unit Owner shall deliver to the Board of Managers any key or keys to his or her Unit necessary to effectuate the access purposes described in Section 15 of Article VI of the By-Laws. Failure to deliver said key or keys shall constitute a direct breach of said By-Laws and shall subject the Unit Owner to reasonable sanction by the Board of Managers. Further, in the event emergency access is required and key or keys to the Unit have not been delivered to the Board of Managers, then the cost of repair or other damage due to any forcible entry shall be borne totally by the Unit Owner who has not delivered said key or keys to the Board of Managers. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor, to an employee of the Board of Managers, whether for such Unit, or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

NOW, THEREFORE, the undersigned, duly authorized Officers of Walcott Valley Town House Condominium Association, do 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 By-Laws shall remain unmodified and in full force and effect.

MARGINAL RET. REMOVED REQUESTED

BOOK 12460 PAGE 367

IN WITNESS WHEREOF, the undersigned have executed these presents
under seal this 14th day of OCTOBER 1979.

WALCOTT VALLEY TOWN HOUSE CONDOMINIUM ASSOCIATION

By

John H. Breault
President

By

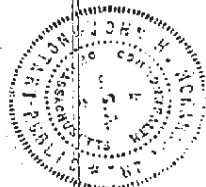
Mary Anne Ordorica
Treasurer

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

OCTOBER 14, 1979

Then personally appeared the above named JOHN H. BREAUT
and MARY ANNE ORDORICA who, being before me duly sworn,
did say that they are the President and Treasurer, respectively, of
Walcott Valley Town House Condominium Association and that the foregoing
Instrument was signed and sealed in behalf of said Walcott Valley Town House
Condominium Association by authority of the Unit Owners thereof and said
JOHN H. BREAUT and MARY ANNE ORDORICA
acknowledged said instrument to be the free act and deed of said Walcott
Valley Town House Condominium Association, and the Unit Owners thereof.



John H. Breault Jr.
Notary Public
My commission expires: MAY 17, 1985

FROM THE OFFICE OF
JULIA FOSTER, CLERK
12 COURT SQUARE - 2ND FLOOR
BOSTON, MASS. 02108

0022 8111 213 1651E-1060

BK 14449 PG 127

FOURTH AMENDMENT OF MASTER DEED AND BY-LAWS OF
WALCOTT VALLEY TOWN HOUSE CONDOMINIUMS

In accordance with a vote of the Unit Owners of the Walcott Valley Town House Condominiums pursuant to the provisions of Article XII, Section 1, of the By-Laws of Walcott Valley Town House Condominiums, which By-Laws are recorded with Middlesex Registry of Deeds, Book 12460, Page 379, as amended, we, the undersigned President and Treasurer of the Walcott Valley Town House Condominium Association, by the authority vested in us by Article IV, Section 8 of said By-Laws, amend the said By-Laws as follows:

By adding a Rule and Regulation to be known and numbered as 24, which shall read as follows:

24. In the event any Unit Owner maintains a wood-burning stove in his or her Unit said stove must be cleaned at least once a year. Said cleaning shall be at the Owner's sole expense, and must be performed by a contractor who has been approved by the Board of Managers. In the event legal action is required to enforce this provision, all costs and expenses, including attorney's fees, shall be the obligation of the non-complying Unit Owner.

IN WITNESS WHEREOF, the undersigned have executed these presents under seal this 16th day of October 1981.

WALCOTT VALLEY TOWN HOUSE CONDOMINIUM ASSOCIATION

By Gracann T. Hays
President

By Patricia L. Blank
Treasurer

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

October 16, 1981

Then personally appeared the above named Gracann T. Hays and Patricia L. Blank — who, being before me duly sworn, did say that they are the President and Treasurer, respectively, of Walcott Valley Town House Condominium Association and that the foregoing instrument was signed and sealed in behalf of said Walcott Valley Town House Condominium Association by authority of the Unit Owners thereof and said Gracann T. Hays and Patricia L. Blank — acknowledged said instrument to be the free act and deed of said Walcott Valley Town House Condominium Association, and the Unit Owners thereof.

Notary Public

My commission expires: 1981



16735 - 306

FIFTH AMENDMENT OF MASTER DEED AND BY-LAWS OF
WALCOTT VALLEY TOWN HOUSE CONDOMINIUMS

In accordance with a vote of the Unit Owners of the Walcott Valley Town House Condominiums pursuant to the provisions of Article XII, Section 1 of the By-Laws of Walcott Valley Town House Condominiums, which By-Laws are recorded with Middlesex Registry of Deeds, Book 12460, Page 379, as amended, we, the undersigned President and Treasurer of the Walcott Valley Town House Condominium Association, by the authority vested in us by Article IV, Section 8 of said By-Laws, amend the said By-Laws by adding a Section to Article VIII of said By-Laws to be called Section 2(a) and will read as follows:

2(a). Notwithstanding the fact that the Board of Managers does not exercise its option to lease pursuant to Section 1 of Article VIII of the By-Laws, no Unit Owner shall lease its Unit to an outside offeror without the prior written approval of the Board of Managers. In the event no notice of disapproval is mailed to the Unit Owner within THIRTY (30) DAYS after receipt by the Board of Managers of the Unit Owners intent to lease, the Board of Managers shall be deemed to have waived its approval rights under this section. Approval shall not be unreasonably withheld.

Notwithstanding the above, at no time shall the number of leased units exceed TWENTY (20%) PERCENT of the total units of Walcott Valley Town House Condominiums. In the event any Unit Owner leases its Unit without the above-described approval, it shall be assessed a daily penalty in the amount of TWENTY-FIVE (\$25.00) DOLLARS commencing the first day of the violation. Said penalty assessment shall be a lien against the Unit which can be foreclosed pursuant to the provisions of Section 4, Article VI of the By-Laws, and all expenses related to said foreclosure shall be the sole obligation of the Unit Owner.

Further, any said Lease must include provisions requiring the Lessee to abide by all of the terms and conditions of the Master Deed, By-Laws and Rules and Regulations of Walcott Valley Town House Condominiums, where applicable.

NOW, THEREFORE, the undersigned, duly authorized Officers of Walcott Valley Town House Condominium Association, so 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 By-Laws shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed these presents under seal this 26 day of December, 1985.

WALCOTT VALLEY TOWN HOUSE CONDOMINIUM ASSOCIATION

By Joseph Sergi
Joseph Sergi - President

By William Smith
William Smith - Treasurer

MARSHAL REFERENCE REQUIRED

BOOK 12460 PAGE 379

16735-327

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

DECEMBER 26 1985

Then personally appeared the above named Joseph Sergi and William Firth who, being before me duly sworn, did say that they are President and Treasurer, respectively, of Walcott Valley Town House Condominium Association and that the foregoing instrument was signed and sealed in behalf of said Walcott Valley Town House Condominium Association by authority of the Unit Owners thereof and said Joseph Sergi and William Firth acknowledged said instrument to be the free act and deed of said Walcott Valley Town House Condominium Association, and the Unit Owners thereof.

William P. Firth
Notary Public

My Commission expires: *June 24 1988*

SIXTH AMENDMENT OF MASTER DEED AND BY-LAWS OF
WALCOTT VALLEY TOWN HOUSE CONDOMINIUMS

In accordance with a vote of the Unit Owners of the Walcott Valley Town House Condominiums pursuant to the provisions of Article XII, Section 1 of the By-Laws of Walcott Valley Town House Condominiums, which By-Laws are recorded with Middlesex Registry, of Deeds, Book 12460, Page 379, as amended, we, the undersigned President and Treasurer of the Walcott Valley Town House Condominium Association, by the authority vested in us by Article IV, Section 8 of said By-Laws, amend the said By-Laws as follows:

1. By striking Article VI, Section 7 (1) of said By-Laws and replacing it with the following new Section 7 (1):

SECTION 7 (1) Insurance. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage insuring the Buildings containing the Units (including all of the Units and the bathroom and kitchen fixtures, but not including flooring, carpeting, drapes, wall-covering, fixtures, furniture, furnishings, or other personal property supplied to or installed by Unit Owners) together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in the amount determined by the Board of Managers, each of which policies shall contain a standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers.

Any said fire and extended insurance policy shall contain a deductible provision in a deductible amount which the Board of Managers shall from time to time determine to be appropriate. In the event a loss is covered under said policy and is deemed to be damage to a unit, then that unit owner shall only be responsible for payment of the loss up to the amount of the deductible. The amount of loss in excess of the said deductible shall not be the responsibility of the said unit owner. Where applicable, unit owners may file claims for any deductible amounts with their own insurance carriers.

NOW, THEREFORE, the undersigned, duly authorized Officers of Walcott Valley Town House Condominium Association, so 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 By-Laws shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed these presents under seal this 30th day of December 1986.

WALCOTT VALLEY TOWN HOUSE CONDOMINIUM ASSOCIATION

By Katherine A. O'Neill
President

By William W. Smith
Treasurer

Notary Public
NOTARY PUBLIC Mary Ann Dosia
COMMISSION EXPIRES 5-15-1992

Return to:
Melvin Foster, Esq.
15 Court Square, Boston, Ma.
02108
02/03/87 09:04 TR 76 RE 10.00

BR 17836 060

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

December 30, 1986.

Then personally appeared the above-named Katherine A. O'Neill and William Firth who, being before me duly sworn, did say that they are President and Treasurer, respectively, of Walcott Valley Town House Condominium Association and that the foregoing instrument was signed and sealed in behalf of said Walcott Valley Town House Condominium Association by authority of the Unit Owners thereof and said Katherine A. O'Neill and William Firth acknowledged said instrument to be the free act and deed of said Walcott Valley Town House Condominium Association, and the Unit Owners thereof.


Notary Public Mary Ann D.S. A.A.

My commission expires: May 15 1992

SEVENTH AMENDMENT OF MASTER DEED AND BY-LAWS
OF WALCOTT VALLEY TOWN HOUSE CONDOMINIUMS

In accordance with a vote of the Unit Owners of the Walcott Valley Town House Condominiums pursuant to the provisions of Article XII, Section 1 of the By-Laws of Walcott Valley Town House Condominiums, which By-Laws are recorded with Middlesex Registry of Deeds, Book 12460, Page 379, as amended, we, the undersigned President and Treasurer of the Walcott Valley Town House Condominium Association, by the authority vested in us by Article IV, Section 8 of said By-Laws, amend the said By-Laws as follows:

1. By striking Article VI, Section 18, of said By-Laws and replacing it with the following new Section 18.

SECTION 18. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit. The cost of electricity consumed by security lights serving the Common Elements shall be paid by the Board of Managers as a common expense. Unit Owners who have security light usage included in their individual meter shall be reimbursed by the Board of Managers on a quarterly basis for the electrical cost of said security lights. Unit owners who have more than three security lights so included shall be reimbursed on a monthly basis.

2. By adding the following sentence to SECTION 1 of Article X of said By-Laws.

The annual report required by this Section shall be a certified compilation report rather than a certified audit.

3. By striking the amount of \$5.00 stated in the third sentence of Section X of Article II and replacing it with the amount of \$25.00.

NOW, THEREFORE, the undersigned, duly authorized Officers of Walcott Valley Town House Condominium Association, so 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 By-Laws shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed these presents under seal this September 29 day of September, 1987.

WALCOTT VALLEY TOWN HOUSE CONDOMINIUM ASSOCIATION

By: Katharine A. O'Neill

President

By: Arthur J. B. Anderson

Treasurer

Bernie J. [Signature]

Notary Public

My commission expires

No. 22, 1991



MARGINAL REFERENCE REQUESTED

BOOK 12460 PAGE 379

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COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

September 29, 1987

Then personally appeared the above-named Katherine A. O'Neill and Arthur J. Reardon who, being before me duly sworn, did say that they are President and Clerk, respectively, of Walcott Valley Town House Condominium Association and that the foregoing instrument was signed and sealed in behalf of said Walcott Valley Town House Condominium Association by authority of the Unit Owners thereof, and said Katherine A. O'Neill and Arthur J. Reardon acknowledged said instrument to be the free act and deed of said Walcott Valley Town House Condominium Association and the Unit Owners thereof.


Notary Public

My commission expires:

My Commission Expires November 22, 1992

EIGHTH AMENDMENT OF MASTER DEED AND BY-LAWS OF
WALCOTT VALLEY TOWNHOUSE CONDOMINIUMS

In accordance with paragraph 7 at page 6 of the Master Deed and Article XII section I at page 41 of the By-Laws, by a vote of no less than 66 2/3% in number and in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the By-Laws on September 24, 1989, the President and Treasurer of Walcott Valley Townhouse Condominium Association, Inc., Board of Managers, are hereby authorized to record the following amendments to the Master Deed as the same is recorded with the Middlesex Registry of Deeds, Book 10247 Page 686, as amended, and to the By-Laws as the same are recorded with the Middlesex Registry of Deeds, Book 12460, Page 379, as amended.

MASTER DEED

1. By adding the following sentences to the end of paragraph 6 at page 6 of the Master Deed captioned "Use of the Units".

"Effective September 24, 1989, no two (2) bedroom unit shall be occupied by more than five (5) residents. No one (1) bedroom unit shall be occupied by more than four (4) residents."

2. By striking paragraph 8 at page 6 of the Master Deed and replacing it with the following new paragraph 8:

NAME OF CONDOMINIUM

The Condominium is to be known as Walcott Valley Townhouse Condominium Association, Inc. An incorporated association of Unit Owners which the Unit Owners will manage and regulate the Condominium has been formed and has enacted By-Laws pursuant to said Chapter 183A. The name of the association is "Walcott Valley Townhouse Condominium Association, Inc". The names of the Board of Managers of said association, and their respective terms of office, are:

Kathleen O'Neill, President	1989
Richard Loughlin, Vice President	1990
Maribeth Boisvert, Vice President/Administration	1991
Robert Sayers, Treasurer,	1991
Arthur Reardon, Clerk	1990

15/6/1

BY-LAWS

By striking Article II, Section 13 at page 9 in its entirety and replacing it with the following new section 13:

"Section 13. Compensation. Members of the Board of Managers may receive reasonable compensation from the Condominium Association for time spent performing duties necessary to the administration of the affairs of the Condominium Association. The rate and maximum amount of any such compensation will be determined by the vote of a majority of unit owners at the annual meeting"

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 Savers
ROBERT SAVERS, TREASURER

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

November 29, 1990

Then personally appeared the above-named Kathy O'Neill and Robert Savers 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

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

13

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.

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 01908

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

WALCOTT VALLEY
TOWNHOUSE CONDOMINIUM, INC.
100 WALCOTT VALLEY DRIVE
HOPKINTON, MA 01908