

SCHEDULE A
TO
THE VILLAGE AT STAGECOACH HEIGHTS CONDOMINIUM TRUST
RULES AND REGULATIONS FOR THE VILLAGE AT STAGECOACH HEIGHTS
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, as provided in Article VII Section 11 of the Trust. No Unit or any portion thereof may be used as a professional office or for any other business purpose 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 Trustees except as provided expressly in the Trust or the provisions herein. Each Unit Owner shall be obligated to maintain and keep in good order and repair the Unit in accordance with the provisions of the Trust.

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

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 shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on any window, without prior consent of the Board of Trustees. Television antennae will be permitted within the confines of the attic. Unit Owners shall also not cause or permit a window air conditioner to be installed, without prior written consent of the Board of Trustees. If a Unit has a porch installed on the appurtenant Deck, screens may be purchased by the Unit Owner subject to Board of Trustee consent as the size, style and color to insure uniformity throughout the Condominium.

5. Dogs, cats or other household pets may be kept in Units provided that they are not kept, bred or maintained within the Unit for any commercial purpose. Any such pet causing or creating a nuisance or unreasonable disturbance, noise or odor shall be permanently removed from the Condominium upon five (5) days written notice from the Board of Trustees. In no event shall any pet be permitted on any portion of the Common Elements unless carried or on a leash. Pet owners are responsible for picking up and properly disposing of their animals' droppings.

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 gun or weapon of any kind may be used. No Unit Owner shall make or permit any disturbing noises in the Common Elements or Units by the Unit Owner or the family, servants, employees, agents, visitors and licensees of such owner, nor do or permit anything by such persons that will interfere with the rights, comfort 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 (or other sound transmitting equipment) in the

premises 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 the buildings. 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 change the structure of any Buildings.

8. No clothes, sheets, blankets, laundry, or similar 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 areas or storage areas, if any, designated as such by the Board of Trustees 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 patios, decks, and balconies may be used for their intended purposes. Storage by owners in areas designated by the Board of Trustees shall be at the Owner's risk.

10. For safety reasons, Unit Owners shall not shut off circuit breakers for outside lighting around the exterior of the units. Light bulbs for outside lighting will be provided by the management company.

11. 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 Developer and the Board of Trustees or its agents, to place at the entrance of a unit "For Sale", "For Rent" or "For Lease" signs for any unsold or unoccupied Units, and the right is given hereby to any mortgagee, who may become the owner of any Unit, to place such signs for any Unit owned by such mortgagee, but in no event will any sign be larger than one foot (1') by two feet (2').

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

13. 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 Trustees.

14. Each Unit Owner shall keep the Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, any dirt or other substances.

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

16. The agents of the Board of Trustees, or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit in the buildings at any reasonable hour of the day after twenty-four (24) hours 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, insect or other pests.

Trash shall always be removed by private hauling companies only and not by the Town of Hopkinton.

17. No garbage cans shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, porches, decks or balconies or placed upon the window sills, with the exception of potted plants. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, porches, decks or balconies.

18. Each unit owner shall purchase and maintain at least one (1) plastic trash barrel (with wheels) and place the unit address and number to which the barrel appertains in 3 inch black printed Letters in Permanent Ink on the top exterior side of the barrel (s). Trash is to be deposited in plastic bags, sealed securely and placed in the barrel (s) and the barrel wheeled to an area designated by the Board of Trustees for disposal or pick-up. The barrel (s) must be returned to the unit or the area under the deck to which the barrel appertains within one (1) hour of the disposal or pickup. If the barrel (s) are left out longer than one (1) hour the Trustees are empowered to charge the unit to which the barrel appertains a \$5.00 penalty/fine for each such occurrence. The Trustees shall have the power to alter the rules regarding trash collecting and disposal provided, however, that once instituted or altered by the Developer appointed Board of Trustees No Change in the rules shall occur until the last Developer appointed Trustee resigns from the Board of Trustees.

19. Designated outdoor parking spaces shall be used only to park automobiles with currently valid registrations, and specifically may not be used to park trucks, commercial vehicles, trailers or boats. Outdoor parking is strictly limited to parking spaces appurtenant to specific units and such other parking spaces as may

from time to time be designated by the Trustees of The Village at Stagecoach Heights Condominium Trust, and outdoor parking elsewhere is prohibited.

20. No porch, deck or balcony shall be decorated, enclosed or covered by any awning or otherwise without the consent in writing of the Board of Trustees.

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

22. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his/her family or by his/her agent, servant, employee, licensee or visitor to an employee of the Board of Trustees whether for such Unit or 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 Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

23. The Board of Trustees 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 Trustees. In case such consent is given, the Unit Owner shall provide the Board of Trustees or its agent, with an additional key pursuant to its right of access to the Unit.

24. The color of the portion of draperies, blinds, curtains or shutters visible from the exterior shall conform to the standard specified by the Board of Trustees. The current standard is white.

25. The Board of Trustees shall promulgate, from time to time, a list of services, conveniences and firms such as dry-cleaners, launderers, milk deliveries, repair persons, 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 Trustees.

26. No petroleum products may be added to or removed from any internal combustion engine within any Unit exclusive area or common area of the condominium.

27. Only low sodium no phosphate fertilizers and calcium chloride deicing agents will be used on the common areas of the Condominium.

28. The Town of Hopkinton shall not have responsibility for maintenance of the roads and driveways of the condominium.

Snow shall not be dumped or plowed into wetlands areas.

29. It shall be the responsibility of the Stagecoach Heights Condominium Trust to enforce the occupancy provisions of those units designed as "Affordable Units".

30. It shall be the responsibility of the Stagecoach Heights Condominium Trust for maintenance of the Storm Water System Operation and Maintenance Plan pursuant to the Orders of Conditions issued by the Hopkinton Conservation Commission for this Project.

31. The existing trees on Condominium Common Areas which provide natural screening along the lot lines with adjacent properties shall not be disturbed. If any such disturbance occurs to this natural screening, the Condominium Trust shall plant arbor vitae of no less than 4 feet in height to provide screening of adjacent properties. The location and type of trees planted shall be subject to the approval of the Town of Hopkinton Design Review Board. Applicant shall include in each of the deeds of the units no-cut restriction to protect the non-disturbance area. Such restriction shall be for the benefit of the Town of Hopkinton.

32. Subject to the terms of the Comprehensive Special Permit Decision issued by the Town of Hopkinton Zoning Board of Appeals dated December 15, 2004 recorded and with the Middlesex South Registry of Deeds at Book 44686 Page 1. Said Permit Terms cannot be revised without the written permission of the Hopkinton Zoning Board of Appeals.

33. Restriction that trash shall always be removed by private hauling companies only and not by the Town of Hopkinton.

34. Restriction that prior to the issuance of any certificate pursuant to G.L.c. § 6(d)(commonly) referred to as a "6D Certificate"), for affordable units, so called, the Condominium Association shall first obtain a notarized statement signed under the pains and penalties of perjury from at least one owner of record, or in the case of an anticipated conveyance, sale or transfer of such unit, from at least one intended grantee, that said present owner of record or intended grantee of record as the case may be, (1) acknowledges receipt of a copy of the Master Deed containing the restrictions of use, (2) states that he or she shall comply with the Master Deed Restrictions of use, (3) states that he or she is an individual who meets the income limits applicable to the unit, and (4) states that he or she shall occupy such unit during the entire period that he or she holds record title thereto; and further, that said Master Deed and Bylaws shall require that all 6D Certificates shall state on their face that such affidavit shall be required to be recorded in the appropriate Registry of Deeds with such 6D Certificate to have effect.

35. Prohibition against the installation and use of garbage grinders in said Condominium units.

36. Walls and Fences on the Property of the Condominium shall be maintained by the Condominium in perpetuity.

37. Restrictions that none of the basements in the Project may be converted to a bedroom as that term is defined in Title 5 of the State Environmental Code.
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38. Not less than thirty (30%) percent of the Site shall be reserved as Common Area. The Common Area Open Space areas shall be subject to enforceable, perpetual restrictions requiring that they maintained in their natural state. Such restrictions must be included in each unit deed in the Condominium. The Condominium Trust shall plant arbor vitae of no less than 4 feet in height to provide screening if adjacent properties. The location and type of tree to be planted shall be subject to a no-cut restriction to protect the non-disturbance area. Such restriction shall be for the benefit of the Town of Hopkinton. Not less then thirty (30%) percent of the Site shall be reserved as Common Area Open Space.
39. Not Less than thirty (30%) percent of the site shall be reserved as Common Area Open Space. The Common Area Open Space areas shall be subject to enforceable, perpetual restrictions requiring that they be maintained in their natural state. Such restrictions must be included in each unit deed in the Condominium and are subject to the prior approval of the Board.