



Bk: 55372 Pg: 378 Doc: TRUST
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GRAYSTONE AT WINCHESTER CONDOMINIUM TRUST DECLARATION OF TRUST

This Declaration of Trust of the Graystone at Winchester Condominium Trust is made at Winchester, Middlesex County, Massachusetts by Duffy Realty, LLC, a Massachusetts limited liability company having an address of 411 Waverley Oaks Road, Suite 340, Waltham, Massachusetts 02452, hereinafter called the "Trustee", which term includes his successors in trust. The term "Trustee" or "Trustees also means the Trustee or Trustees for the time being hereunder, whenever the context so permits.

1. NAME OF TRUST.

The Trust created hereby shall be known as Graystone at Winchester Condominium Trust and all activities carried on by the Trustees hereunder shall, insofar as legal, practical and convenient, be conducted under said name and style.

2. PURPOSES.

(a) All of the rights and powers in, to and with respect to the Common Areas and Facilities of Graystone at Winchester Condominium established by Master Deed of even date and recorded herewith (hereinafter called the "Condominium"), which are by virtue of the provisions of Massachusetts General Laws, Chapter 183A, (hereinafter called "Chapter 183A") conferred upon or exercisable by the organization of Unit Owners of the Condominium and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with right of survivorship, as Trustees of this Trust, BUT IN TRUST NEVERTHELESS, to exercise, manage, administer and dispose of the same exclusive of the Common Areas and Facilities and to receive the income thereof for the benefit of the Owners of record from time to time of the Units of the Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest referred to herein, and in accordance with the provisions of said Chapter 183A. This Trust is the organization of the Unit Owners established pursuant to the provisions of said Chapter 183A for the purposes therein set forth.

(b) It is hereby expressly declared that a Trust, and not a partnership, has been hereby created and that the Unit Owners are beneficiaries and not partners or associates or any other relation whatever

*By Duffy
411 Waverley Oaks Rd #340
Waltham 02452*

among themselves with respect to the Trust property, and hold no relation to the Trustees other than as such beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A.

3. TRUSTEES.

(a) Appointment of Trustees

(i) Initial Board

The Initial Board shall consist of the Trustee named in the first paragraph of this Declaration of Trust, to wit: Duffy Realty, LLC, hereinafter called the "Initial Board". The term of the Initial Board shall end upon the latest to occur of the following events: (a) four (4) months after 75% of the units in all phases have been conveyed to unit purchasers; or (b) three (3) years following the conveyance of the first unit. Notwithstanding any other term or provision of this Trust to the contrary: (a) except for cause or breach of fiduciary duties, the Unit Owners shall have no power or right to remove the Initial Board, namely, Duffy Realty, LLC, nor to appoint any additional or successor trustees, until the term of said Initial Board shall have expired as set forth in the immediately preceding sentence; and (b) during the term of the Initial Board, any vacancy in the office of a Trustee arising out of a removal for cause or due to a breach of fiduciary duty, shall be filled only by the designation of the Declarant of the Master Deed.

(ii) Subsequent Boards of Trustees

After the term of the Initial Board, there shall at all times be a Board of Trustees hereunder consisting of not less than three (3) nor more than seven (7) natural persons, but in any event an odd number, such number to be determined from time to time by vote of Owners holding not less than twenty-five percent (25%) of the beneficial interest hereunder, which voting power shall be exercised at any annual or special meeting of the Unit Owners. The term of office of Trustees succeeding the Initial Board shall, except as hereinafter provided, be three (3) years, and such terms shall be staggered so that insofar as possible, the terms of at least one-third of the Trustees shall expire each year, provided, that in order to establish and maintain such staggering of terms, that the terms of the persons first appointed and/or elected as Trustees after the Initial Board, shall be one (1) year, two (2) years, and three (3) years, respectively, determined by lot, and thereafter upon any increase or decrease in the number of Trustees, the terms of any then newly appointed Trustee or Trustees shall be one (1) year, two (2) years, or three (3) years, determined insofar as necessary by lot, so as to maintain such staggering of terms insofar as possible. The Trustees need not be Owners.

After the expiration of the term of the Initial Board, the presence in person or by proxy of Unit Owners holding at least twenty-five percent (25%) of the beneficial interest under the Trust shall constitute a quorum of all meetings of Unit Owners for purposes of election of Trustees. Any election at a meeting which this quorum has been established shall require a

vote of a plurality of the beneficial interest of Unit Owners in attendance in person or by proxy. Each person elected to serve as Trustee who wishes to so serve shall promptly file with the Board of Trustees or their designee of the Trust his written acceptance of election, and upon receipt of such acceptance, the Board of Trustees or their designee shall sign and record with the Middlesex South District Registry of Deeds a Certificate of Election setting forth the names of the new Trustees and reciting that they have been duly elected by the requisite vote of the Owners and have filed their written acceptances of election with the Board of Trustees or their designee, and upon the recording of such Certificate of Election, the election of the Trustees named therein shall become effective and each such person named therein as a Trustee shall then be and become such Trustee and shall be vested with the title to the Trust property, jointly with the remaining or surviving Trustee or Trustees without the necessity of any act of transfer or conveyance.

(b) Vacancies

(i) After the expiration term of the Initial Board, if and whenever the number of such Trustees shall become less than the number determined as set forth above, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by an instrument in writing set forth (a) the appointment of a natural person to act as such Trustee signed (i) by two (2) Unit Owners who shall certify under oath that Unit Owners entitled to not less than twenty-five percent (25%) of the beneficial interest have voted to make such appointment; (ii) the election of a natural person to act as Trustee as set forth hereunder; or (iii) if such Unit Owners have not within thirty (30) days after the occurrence of such vacancy made such appointment or election as set forth above by a majority of the then remaining Trustees or by the sole remaining Trustee if only one, and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording in the Middlesex South District Registry of Deeds (the "Registry") of such designation, together with such acceptance, and such persons shall then be and becomes such Trustee and shall be vested with the title to the Trust property jointly with the remaining Trustee or Trustees without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any Court of competent jurisdiction upon the application of any Unit Owner or Trustee and notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the Court may direct that notice be given. The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustees, however caused and for whatever duration, the remaining Trustees, subject to the provisions of the immediately following Section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

(c) Majority Vote

(i) In all matters relating to the administration of the Trust hereunder and the exercise of

the powers hereby conferred, the Trustees shall act by majority vote, provided that subsequent to the expiration of the term of the Initial Board (but not prior thereto) in no case shall a majority consist of less than two (2). The Trustees may so act without a meeting by instrument signed by all Trustees.

(ii) During the term of the Initial Board, a majority vote shall consist of the vote of the sole member of the Initial Board acting alone. Such sole member may so act without a meeting by instrument signed by it alone.

(d) Resignation of Trustees - Removal

(i) Any Trustee may resign at any time by instrument in writing, signed and acknowledged in proper form for recording and such resignation shall take effect upon the recording of such document with the Middlesex South District Registry of Deeds.

(ii) After reasonable notice and opportunity to be heard before a meeting of the Unit Owners called pursuant to the By-Laws hereof, a Trustee (except a member of the Initial Board) may be removed from office with cause or without cause, by an instrument in writing signed by vote of Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder, such instrument to take effect upon the recording thereof with said Middlesex South District Registry of Deeds.

(e) Bonds

The Trustees shall obtain and maintain fidelity bonds as set forth in the By-Laws of this Trust.

(f) Good Faith

No Trustee hereinbefore named, or appointed or designated as hereinbefore provided, shall under any circumstances or in any event be held liable or accountable out of his personal assets or estate or be deprived of compensation by reason of any action taken, suffered or omitted in good faith, or be so liable, accountable or deprived for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal interest or gain or by reason of anything except his own personal and willful malfeasance, bad faith or fraud.

(g) Conflict of Interest

No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm,

trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trustee in which any Trustee shall be in any way interested, be avoided, nor shall any Trustee so dealing or contracting or being so interested, be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relationship hereby established, provided the Trustee shall act in good faith and shall disclose to the other Trustees the nature of his interest before the dealing, contract or arrangement is entered into.

It is understood and permissible for the Initial Board hereunder and any other Trustees designated by the Initial Board or who are employed by or affiliated or associated with the Declarant, to contract with the Declarant and any corporation, firm, trust or other organization controlled by or affiliated or associated with the Declarant without fear of being charged with self-dealing.

Notwithstanding the foregoing, any vendor, purchaser or otherwise of services provided to the Condominium by a Trustee, or by an employee, corporation, firm or otherwise associated or controlled by a Trustee, the Initial Board or the Declarant shall be at rates or costs comparable to the rates or costs charged on an arm's length basis by disinterested third parties providing the same or similar products or services.

(h) Compensation

The Trustees shall receive no compensation for their services as such Trustees, but with the prior written approval in each instance of the other Trustees, and upon presentation of proper vouchers, each Trustee may be reimbursed for actual out-of-pocket expenses paid or incurred by him pursuant to his duties as such Trustee, and such reimbursement shall be a Common Expense of the Condominium.

With the prior written approval in each instance of the other Trustees, each Trustee may receive reasonable compensation for any extraordinary or unusual services rendered by him in connection with this Trust, and such compensation shall be a Common Expense of the Condominium.

With the prior written approval in each instance of the other Trustees, any Trustee may be engaged to render services to this Trust, legal, accounting, or otherwise, at such compensation as shall be fixed by the Trustees and any fees or other compensation shall be a Common Expense of the Condominium.

Notwithstanding anything to the contrary in this subsection, no compensation or fees shall be paid to the Initial Board pursuant to the provisions of this Section. A Trustee shall abstain from voting upon any question regarding reimbursement, compensation or fees proposed to be paid to him pursuant to the provisions of this subsection, or upon any question regarding the engagement of himself, or any firm, association, corporation or partnership of which he is

a member, to render services, legal, accounting or otherwise to this Trust.

(i) Indemnity

The Trustees and each of them shall be entitled to indemnity both out of the Trust property, and by the Unit Owners severally in proportion to their ownership in the Common Areas and Facilities against any liability incurred by them or any of them in the execution hereof including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the Common Expenses of the Condominium and for his proportionate share of any claims involving the Trust property in excess thereof.

4. BENEFICIARIES AND THEIR BENEFICIAL INTEREST.

(a) The beneficiaries hereof shall be the Unit Owners of the Condominium, for the time being. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth on Exhibit "C" of the Master Deed, which is hereby incorporated herein by this reference and made a part hereof, with the same force and effect as though fully set forth in the body hereof.

(b) The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several Owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several Owners of such Unit shall: (i) determine and designate which one of such Owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder; and (ii) notify the Trustees of such designation by a notice in writing signed by all of the record Owners of such Unit. Any such designation shall take effect upon receipt by the Trustees of such notice, and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one of such Owners for such purposes.

5. BY-LAWS.

The By-Laws of this Trust are attached hereto as Exhibit "A" which is hereby incorporated herein by this reference and made a part hereof with the same force and effect as though fully set forth in the body hereof.

6. RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUST.

(a) Any instrument signed and acknowledged in proper form for recording, by a majority of the Trustees as they then appear of record in the Middlesex South District Registry of Deeds may be relied on as conclusively establishing that such instrument was the free act of this Trust and shall be binding upon this Trust when so recorded.

(b) No purchaser, mortgagee, lender, or other person dealing with a majority of the Trustees, as

they then appear of record in the Middlesex South District Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then the Trustees hereunder or be affected with any notice, implied or actual, relative thereto, other than by a certificate thereof, so recorded, and such recorded certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of a majority of the Trustees, for money paid or things delivered to them shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom a majority of the Trustees shall receive any money, property or other credit, shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with a majority of the Trustees, or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustee(s) purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee. Any instrument of appointment of a new Trustee or resignation or discharge of a Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

(c) Except for willful misconduct, no recourse shall at any time be had under or upon any note, bond, contract, order, debt, claim, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees, shall look only to the Trust property for payment under such note, bond, contract, order, debt, claim, instrument, certificate, undertaking, obligation, covenant, or agreement, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall ever be personally or individually liable therefore; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of the Unit Owners under the provisions of said Chapter 183A.

(d) Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall be made to this instrument.

(e) This Declaration of Trust and amendments hereto and any Certificate herein required or which it may be deemed desirable to record, shall be recorded with the Middlesex South District Registry of Deeds and such record when executed according to the requirements of this Declaration of Trust shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust

property, or any beneficiary hereunder, shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be so recorded. Any certificate signed by a majority of the Trustees at the time as they then appear of record in the Middlesex South District Registry of Deeds setting forth as facts any matters affecting the Trust, including statements as to who are the Trustees, as to what action has been taken by the Trustees or beneficiaries, and as to what action has been taken by the Trustees or beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Middlesex South District Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees acting in reliance thereon. Any certificate executed by a majority of the Trustees as they then appear of record in the Middlesex South District Registry of Deeds setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustees, shall, when duly acknowledged and recorded with said Middlesex South District Registry of Deeds, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statement made in such certificate and of the existence of the facts therein set forth.

7. AMENDMENTS; TERMINATION.

(a) Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Declaration of Trust (including, but not limited to, the By-Laws hereto and the Rules and Regulations hereto) without the consent of any Unit Owners or any of the Trustees of this Trust or any mortgagees, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to cure any ambiguity, inconsistency or formal defect or omission.

(b) Subject, however, to the provisions of the By-Laws hereto:

(i) A majority of the Trustees, with the consent in writing of seventy-five percent (75%) in interest of Unit Owners, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided, however, that no such amendment, alteration, addition or change shall be made: (i) without the prior written consent of the Declarant obtained in each instance, for so long as the Declarant remains the Owner of any Unit in the Condominium; or (ii) according to the purport of which, except as set forth in the Master Deed, the percentage of the beneficial interest hereunder of any Unit Owner would be altered, or in any manner or to any extent whatsoever, modified or affected so as to be different than the percentage of the individual interest of such Unit Owner in the Common Areas and Facilities as set forth in the Master Deed other than by (pursuant to General Law Chapter 183A, Section 5) consent of all of the Unit Owners whose percentage of the undivided interest is affected; or (iii) which would render this Trust contrary to or inconsistent with any requirements or provisions of

said Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Middlesex South District Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in proper form for recording, setting forth in full the amendment, alteration, addition or change. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

(ii) The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefore set forth in said Chapter 183A, and only if alternative provisions have been made to carry on the Trustees' obligations under the Certificate of Vote for Special Permit issued by the Winchester Planning Board dated April 5, 2005 and recorded with the Middlesex South District Registry of Deeds at Book 28677, Page 344 (the "Special Permit").

(iii) Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the Trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive if made in good faith, all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest hereunder. In making any sale under the provisions of this subsection, the Trustees shall have the power to sell or vary any contract of sale and resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust property may have passed;

(iv) No instrument of amendment which alters the status of the Affordable Housing Units as set forth in the Special Permit shall be of any force and effect unless approved in writing by the Planning Board of the Town of Winchester and the Boston Housing Partnership;

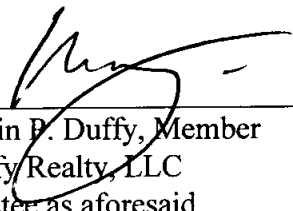
(v) No instrument of amendment which attempts to alter the requirements set forth in the Special Permit shall be of any force or effect unless approved by the Planning Board of the Town of Winchester according to law.

The provisions of Section 32 of the By-Laws hereto shall at all times take precedence over the provisions of this Section.

8. CONSTRUCTION: INTERPRETATION.

- (a) In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, shall include both the plural and singular; words denoting males include females; and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), partnerships, entities or quasi-entities, trusts and corporations; unless a contrary intention is to be inferred from or is required by the subject matter or context. The marginal and sectional captions and headings are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or affect hereof.
- (b) All of the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts in general, and with respect to Massachusetts General Laws, Chapter 183A, in particular.
- (c) The invalidity of any provision or part of such provision hereof shall not impair or affect in any manner the remainder hereof, or the remainder of such provision or such part of such provision.
- (d) No restriction, condition, obligation or provision contained herein (including, but not limited to, the By-Laws hereof attached as Exhibit "A" and incorporated herein by reference) shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number or frequency of violations or breaches thereof which may occur.
- (e) In the event of any conflict between the provisions hereof (including, but not limited to, the By-Laws hereof attached hereto as Exhibit "A" and incorporated herein by reference) and the provisions of Massachusetts General Laws, Chapter 183A, and the Master Deed, then the provisions of said Chapter 183A, or of the Master Deed, as the case may be, shall control. Words defined in said Chapter 183A shall have the same meaning herein as defined in said statute, unless the context clearly indicates otherwise.

EXECUTED as a sealed instrument this 14th day of September, 2010.



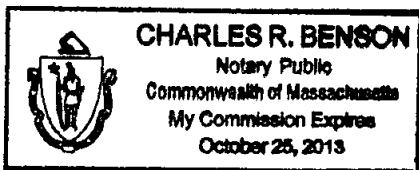
 Kevin P. Duffy, Member
 Duffy Realty, LLC
 Trustee as aforesaid

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

September 14, 2010

On this 14th day of September, 2010, before me, the undersigned notary public, personally appeared, Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as of Duffy Realty, LLC, the duly authorized Trustee of the Graystone at Winchester Condominium Trust.

Charles R. Benson

Official Signature and Seal of Notary

My Commission Expires: October 25, 2013

EXHIBIT "A"

Incorporated into and made a part of the Declaration of Trust of the Graystone at Winchester Condominium Trust.

BY-LAWS
GRAYSTONE AT WINCHESTER CONDOMINIUM TRUST

The provisions of this Exhibit "A" to the Graystone at Winchester Condominium Trust shall constitute the By-Laws of the Graystone at Winchester Condominium Trust, the organization of Unit Owners established by said Trust.

1. Powers and Duties of the Trustees.

The Board of Trustees shall have all power necessary for the administration of the affairs of the Condominium as set forth in Massachusetts General Laws, Chapter 183A ("Condominiums"), hereinafter called "Chapter 183A", and they may do any and all acts necessary or desirable for the administration of the affairs of the Condominium except only for such acts as may not, under law, or under the provisions of the Master Deed, or this Trust, be delegated to the Trustees by the Unit Owners. Such powers and duties of the Trustees shall include, but shall not be limited to, the following:

- a. Operation, care, upkeep and maintenance of the Common Areas and Facilities;
- b. Determination of the Common Expenses required for the affairs of the Condominium including, but not limited to, the operation and maintenance of the Common Areas and Facilities;
- c. Collection of the Common Expenses from the Unit Owners;
- d. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Areas and Facilities;
- e. Subject to the provisions of these By-Laws, adoption, amendment and administration (including waiver) of Rules and Regulations covering the details of the operation and use of the Common Areas and Facilities;
- f. Opening of bank accounts on behalf of the Condominium and, subject to the provisions hereof, designating the signatories required therefore;
- g. Leasing, managing and otherwise dealing with such facilities as may be provided for in the Master Deed as being Common Areas and Facilities;
- h. Owning, conveying, and encumbering, and otherwise dealing with Units conveyed to the Trust or purchased by it as a result of enforcement of the lien for Common Expenses, or otherwise;
- i. Obtaining of insurance for the Condominium, including the Units, pursuant to the provisions hereof;
- j. Making of repairs, additions and improvements to, or alterations or restoration of, the Condominium, in accordance with the other provisions of this Trust;
- k. Subject to the provisions of these By-Laws purchasing a Unit;

- l. Purchasing of Units at foreclosure or other sales;
 - m. Organizing and maintaining corporations, trusts or other entities to act as nominee of the Condominium in acquiring title to Units on behalf of all Unit Owners under the provisions hereof;
 - n. Conducting litigation as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of the By-Laws, Rules and Regulations, and Master Deed and this Trust. Notwithstanding any provision of the Master Deed or the Declaration of Trust of the Condominium Trust, or of these By-Laws or Rules and Regulations to the contrary, neither the Trustees acting in their capacity as such Trustees or acting as representatives of the Unit Owners, nor any class of Unit Owners shall bring any litigation whatsoever unless a copy of the proposed Complaint in such litigation has been delivered to all of the Unit Owners, and not less than sixty seven percent (67%) of all Units Owners consent in writing to the bringing of such litigation within thirty (30) days after a copy of such Complaint has been delivered to the Unit Owners and specifying as a part of the written consent a specific monetary limitation to be paid as legal fees and costs and expenses to be incurred in connection therewith, which amount shall be separately assessed as a special assessment effective forthwith at the time of said affirmative consent. Notwithstanding any provisions of the Master Deed, or of the Declaration of Trust of the Condominium Trust (including, but not limited to, the provisions of Section 7 of the Declaration of Trust of the Condominium Trust), or these By-Laws or the Rules and Regulations, the provisions of this Paragraph shall not be amended except by vote of at least sixty seven percent (67%) of the Unit Owners. The provisions of this Paragraph shall not apply to litigation by the Condominium Trust against Unit Owners with respect to the recovery of overdue Common Expenses or Special Assessments, or to foreclose the lien provided by Chapter 183A, Section 6, and 254, Sections 5 and 5A, or to enforce any of the provisions of the Master Deed, or the Declaration of Trust of the Condominium Trust, or these By-Laws or Rules and Regulations thereto, or the Unit deed, against Unit Owners;
 - o. Granting permits, licenses and easements over the Common Areas and Facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium project;
 - p. Enforcing obligations of the Unit Owners, allocating income and expenses, and to do anything and everything else necessary and proper for the sound management of the Condominium;
 - q. Borrowing money for any proper Condominium purpose, and granting to the lender a security interest and pledge of the Trust's receivables including, but not limited to, amounts receivable in the future for Common Expense and Special Assessments of any description;
 - r. Investing Condominium assets in accordance with sound business practice
2. Common Expenses and Profits.
- A. Each Unit Owner (including the Declarant) shall be liable for Common Expenses and shall be

entitled to common profits of the Condominium in the same proportion as his beneficial interest in this Trust bears to the aggregate beneficial interest of all the other Unit Owners. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall at all times establish and maintain an adequate reserve fund for the periodic maintenance, repairs and replacement of improvements to the Common Areas and Facilities and those Limited Common Areas which the Trust may be obligated to maintain, and such reserve fund shall be funded by regular monthly assessments from regular assessments for Common Expenses, and such fund shall not be deemed to be common profits available for distribution.

B. In addition to the foregoing, (and not in substitution thereof) to ensure that this Trust will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, there shall be a working capital fund at least equal to two (2) months' estimated common charges for each Unit. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. Each Unit's share of the working capital fund shall be collected at the time the sale of the Unit is closed or at the time control of this Trust is transferred to the Trustees elected by Unit Owners other than the Declarant, as set forth in this Trust, whichever occurs earlier. The Declarant may reimburse itself for these payments from the funds collected from a buyer at closing when the unsold Units are sold. When control of this Trust is transferred as set forth in the immediately preceding sentence, the working capital fund shall be transferred to this Trust for deposit to the General fund for any lawful purpose, including offsetting deficits, unanticipated expenditures, or transfer to resources, all subject to board vote. During the term of the Initial Board (or while a majority of the Trustees are the Declarant, or nominees or designees of the Declarant) the working capital fund which is the subject of this Subsection cannot be used by the Declarant to defray any of Declarant's common expenses, reserve contributions, marketing costs, or construction costs which are the sole responsibility of the Declarant in its role as Developer of the Condominium or to make up budget deficits.

C. In addition to the foregoing (and not in substitution thereof), the Trustees shall, to such extent as they deem advisable, set aside common funds of the Condominium as additional reserves and may use the funds to set aside for reduction of indebtedness or other lawful capital purposes, and shall set aside common funds for the purpose set forth in Section 21 hereof, and, subject to the provisions of these By-Laws, for repair, rebuilding or restoration of the Condominium, or for improvements thereto, and for replacement of the Common Areas and Facilities, and other proper contingencies, and the funds so set aside shall not be deemed to be common profits available for distribution.

D. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the Common Expenses expected to be incurred during such fiscal year, together with reasonable provision for contingencies and reserves, and for the reserve funds mentioned above, and after taking into account any undistributed common profits from prior years, shall determine the assessment for Common Expenses to be made for such fiscal year. The Trustees shall promptly furnish copies of each budget on which such assessment is based to all Unit Owners, and, if requested, to their mortgagees. The Trustees shall promptly render statements to the Units Owners for the respective shares of such assessment, and each Unit Owner thereafter shall pay one-

twelfth of his share of the estimated Common Expenses monthly in advance on the first day of each month. In the event that the Trustees fail or neglect to promulgate such budget, then the budget for the immediately preceding year shall be deemed to be in effect until the Trustees promulgate a current budget. The Trustees shall not be obligated to render monthly statements. In the event that at any time and from time to time the Trustees shall determine during any fiscal year that the assessment so made is less than the Common Expenses actually incurred, or to be incurred including, but not limited to, provisions for proper reserve funds, the Trustees shall make a supplemental assessment or assessments and render statements therefore in the manner aforesaid, and such statements shall be payable and take effect as set forth in such statements. The Trustees may, in their discretion, provide for payments of such supplemental assessment statements in monthly or other installments. The Trustees shall have the authority and the duty to levy and enforce the collection of general and special assessments for Common Expenses.

E. Common Expenses and Supplemental Assessments not actually received by the Trustees within fifteen (15) days next after the due date thereof shall be subject to a late charge that the board may determine for the particular circumstance.

F. The amount of each such statement, for regular or supplemental assessments, together with late fees thereon if not paid when due as set forth above, together with all expenses, including attorneys' fees, incurred by the Trustees in any proceeding brought to collect such unpaid Common Expenses and assessments, shall constitute a lien on the Unit of the Unit Owner assessed pursuant to the provisions of Section 6 of said Chapter 183A and Sections 5 and 5A of Chapter 254, and may be collected by the Trustees pursuant to said statutes as the same may be amended. The Trustees shall take prompt action to collect any Common Expenses and assessments due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date thereof including, but not limited to, action under the provisions of the Massachusetts General Laws Chapters 183A and 254 as the same may be amended. In the event that the Trustees bring an action to foreclose a lien on any Unit pursuant to said statute, the Unit Owner shall pay a reasonable sum for use and occupancy of his Unit from the date of foreclosure until the Unit Owner vacates the Unit (the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same) but nothing in this sentence shall be deemed to grant any Unit Owner the right to remain in possession of his Unit after such foreclosure. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, mortgage (but not vote the vote appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. In the event of any suit or foreclosure by the Trustees, the Trustees shall be entitled to late charges as set forth in this Section, and all costs of collection, suit and foreclosure, including attorneys' fees. In addition to the lien in favor of the Trustees for assessment for Common Expenses and assessments, such assessments shall also be the personal obligation of the Owner of the Unit at the time the assessment fell due.

G. The Trustees shall promptly provide any Unit Owner, or any Unit Buyer who has a duly executed purchase and sale agreement for the acquisition of a Unit, or any mortgagee, or the attorney of any such party, with a written statement of all unpaid Common Expenses due with respect to such

Unit, signed and acknowledged in proper form for recording, upon the written request of such Unit Owner or buyer or mortgagee or attorney. Notwithstanding anything to the contrary in this Declaration of Trust, including these By-Laws, such statements may be executed by one (1) Trustee during the term of the Initial Board, and thereafter by any two (2) Trustees and/or the management company, if said authority is delegated. Recording of such statement in the Middlesex South District Registry of Deeds shall operate to discharge the Unit from any lien for any other sums unpaid not enumerated as of the date of such statement to the extent provided by said Chapter 183A.

H. The Trustees shall expend common funds only for Common Expenses and lawful purposes permitted hereby and by the provisions of said Chapter 183A.

I. Notwithstanding anything to the contrary herein, any first mortgagee who obtains title to a Condominium Unit, pursuant to the remedies provided in its mortgage, or foreclosure of its mortgage, will not be liable for such Unit's unpaid dues, common charges, assessments (including interest and costs of collection and legal fees relating to the collection thereof) which accrue prior to the acquisition of title to such Unit by the mortgagee except as otherwise set forth in Section 6 of said Chapter 183A. The lien for Common Expense Assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgagee shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer, except as otherwise set forth in Section 6 of said Chapter 183A. Any such delinquent assessments which were extinguished pursuant to the immediately preceding sentence may be reallocated and assessed to all Units as a Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit for liability for, nor the Unit from the lien of, any assessments made thereafter.

J. The Trustees, for so long as the Condominium is subject to real estate taxes as a whole, shall maintain a fund sufficient in their judgment to provide a reserve to pay such real estate taxes when such are due and payable. Such reserve shall be maintained in a separate and segregated account to be known as the Tax Escrow Account and shall be utilized solely for the payment of said taxes.

- (i) Said Account shall be funded by the payment, at the time of sale of each Unit during such period as the Condominium is taxed as a whole, of an amount equal to then known tax bill divided by the number of months expired in the then taxing period plus one and multiplied by such Unit's Beneficial Interest. Thereafter, the Unit Owner shall make monthly payments on the first of each month equal to the Units proportionate share of said tax bill one month prior to its due date. The Trustees may make additional assessments or refund payments at such time as the actual bill to be paid is determined. Payments for unsold Units shall be made by the Declarant one month prior to the date such tax payments are due. To the extent that any Unit Owner is required to make monthly payments on account of real estate taxes to a bank or institutional lender holding a first mortgage on such Unit, such Unit Owner shall be excused from making payments to the said Account; provided, however, that the Unit Owners thereof shall use his best efforts and cooperate with the Trustees in obtaining the consent of such mortgagee to payments to this Account in lieu of

payments to such mortgagee.

a. At such time as the taxing authority assesses the Units and their respective Undivided Interests in the Common Elements separately, the funds held in said Account shall be refunded to the Unit Owners in proportion to their then held payments thereto and the Account closed.

b. Any late charge or penalty assessed by the taxing authority shall be paid, proportionately, by the Unit Owner, or Owners, so causing such.

(ii) Notwithstanding the above, the Board of Trustees shall have the right to bill unit owners for the amount of proportionate funds due and owing by each unit owner pursuant to their beneficial interest for real estate taxes assessed prior to the date of the recording of this Amendment, with said amounts being due and owing within thirty (30) days or such other time as the Board of Trustees deems reasonable.

3. Insurance.

A. The Trustees shall be required to obtain and maintain, to the extent obtainable, the following insurance (and to pay premiums thereon as a Common Expense): (1) such insurance shall cover all perils which are covered by the so-called standard "all-risk" endorsement, with Agreed Value Replacement Cost, insuring all portions of the buildings, including the Common Areas and Facilities of the Condominium, and all of the Units but not including carpeting, drapes, furniture, furnishings or other personal property supplied to or installed by Unit Owners, covering the interest of the Condominium, the Trustees and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to one hundred percent (100%) of the estimated replacement costs of the Buildings, Common Areas and Facilities, and Units, without deduction for depreciation, with loss payable to the Trustees, as Insurance Trustees for each Unit Owner and the holder of each Unit's mortgage. If appropriate, Inflation Guard and Construction Code coverage should be written. The named insured shall be "the Trustees of the Graystone at Winchester Condominium Trust, for the use and benefit of the individual Unit Owners and Unit mortgagees"; (2) worker's compensation insurance; (3) Commercial General Liability insurance covering all Common Areas and Facilities, and any other areas under the supervision of the Trustees in such amounts and with such coverage as the Trustees shall from time to time determine, with a combined single limit for both Bodily I, Personal Injury and Property Damage, of not less than One Million Dollars (\$1,000,000.00), but at least covering each member of the Trustees, the managing agent or the manager, if any, and each Unit Owner and with cross liability endorsement to cover liabilities of the Condominium to a Unit Owner, and a severability of interest provision precluding the insurer's denial of a Unit Owner's claim because of negligent acts by this Trust or other Unit Owners; (4) Fidelity Insurance in blanket form for all officers, directors, Trustees, employees and volunteers of the Trust whether or not they receive compensation for their services. Independent Property Managers shall be added to the Association's fidelity bond as "designated agents" and the Association shall thereby be covered for the Manager's activities. The total amount of fidelity bond coverage shall not be less than three (3) months' aggregate assessments plus reserve funds; and (5) such other insurance as the Trustees may

determine. All such policies shall provide that adjustment of loss shall be made by the Trustees and that the net proceeds thereof shall be payable to the Trustees as Insurance Trustee for each Unit Owner and the holder of each Unit's mortgage. Each Unit Owner, accepting delivery of his Unit deed, appoints the Trustees as Insurance Trustees (or any Insurance Trustee or Substitute Insurance Trustee designated by the Trustees) as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

B. All such policies of physical damage insurance shall, insofar as practicable, contain waivers of subrogation as to any claim against the Trustees, their agents and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on invalidity arising from the acts of the insured and shall provide that the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Owners' Association, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all Unit Owners and mortgagees of Units, and recovery thereafter shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units and shall include a Special Condominium Endorsement (so-called) or its equivalent. Agreed Amount, Inflation Guard and Construction Code Endorsements shall be required if available. A steam boiler and machinery coverage endorsement shall also be required, which provides that the insurer's minimum liability per accident at least equals the lesser of \$2,000,000.00 or the insurance value of the Buildings housing the boiler or machinery. A certificate of insurance, showing the amount of insurance, shall be issued to the Owners of each Unit and the original or a certificate thereof, shall, upon request, be delivered to the mortgagee of each Unit. The Trustees should periodically obtain an independent appraisal or insurance company appraisal of the full replacement value of all portions of the Buildings, including all of the Units and all of the Common Areas and Facilities, and additions, alterations and improvements, without deduction for depreciation, for the purpose of determining the property amount of property insurance to be effected pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value so as determined.

C. (1) Subject to the provisions of these By-Laws, insurance proceeds received by the Trustees shall be held in trust in an identified and segregated fund for the benefit of the Unit Owners and all mortgagees of all Units.

C. (2) Property claims can only be made through the Trustees or if so designated, their Property Manager.

D. The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section shall be a Common Expense of the Condominium.

E. (1) Any such insurance obtained and maintained by the Trustees pursuant to the provisions this Section may have a deductible amount to be determined from time to time by the Trustees, who shall simultaneously specify, in writing with notice to all Unit Owners, how and by whom the

amount of the deductible shall be paid in the event of a loss.

E. (2) Notwithstanding any provision in the Master Deed, Declaration of Trust and/or By-Laws, the Trustees shall have the right to assess the deductible to the Unit Owners as the Trustees may, in their sole discretion, determine including, but not limited to, assessing the deductible to the Unit Owners who sustain property damage to their Unit.

In the event of property damage to a Unit or Units, the Trust shall not be responsible for the payment of the deductible but rather said Unit Owner or Unit Owners shall be responsible for the same.

If a Unit Owner sustains property damage in amounts less than the Condominium Trust's deductible, the Unit Owner shall be solely responsible for the cost to repair the damage, and the Unit Owner should notify his or her insurance agent. The Trust will not be responsible for property damage to a Unit in an amount less than the deductible, and no Unit Owner shall file a claim with the Master Insurance agent or carrier.

F. Each Unit Owner shall carry insurance at their own expense and for their own benefit insuring, inter alia, his furniture, furnishings and other personal property located within their respective units or its appurtenances, loss assessment coverage, insurance in an amount sufficient to cover the Unit Owner's responsibility for the Master Policy's deductible established by the Board of Trustees and for such amount that is not covered by the Trust's Master Policies, provided that all such policies shall contain waivers of subrogation, and further provided, that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by a Unit Owner. Each Unit Owner shall promptly notify the Trustees of all improvements made by him to his Unit, the insurance replacement cost of which exceeds One Thousand Dollars (\$1,000.00), and such Unit Owner shall pay to the Trustees, in the Trustees' discretion, as an addition to his share of the Common Expenses of the Condominium otherwise payable by such Owner any increase in insurance premium incurred by this Trust which results from such improvement.

G. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the Buildings or the contents thereof without the prior written consent of the Trustees, unless the Unit Owner responsible for such increase shall agree to pay the amount of such insurance.

4. Rebuilding and Restoration.

A. In the event of damage to or destruction of the Common Areas and Facilities as a result of fire or other casualty (unless Subsection F of this Section is applicable), or, in the event of damage to or destruction of any Unit as a result of fire or other casualty, whether or not the Common Areas and Facilities have been damaged or destroyed (unless Subsection F of this Section is applicable), the Trustees shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred

in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Trustees as Insurance Trustees, on account of any casualty shall be dedicated first to the repair or restoration of the loss, and any application of said proceeds by the Trustees on account thereof shall be prior to the application of such proceeds for any other purposes.

B. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Common Areas and Facilities and the Units, the proceeds will be first allocated to the cost of repairs to the Common Areas and Facilities and the balance, if any, to the cost of repairs to the Units in proportion to the cost of all repairs to the respective Units as determined by the insurer or by independent appraisal. To the extent the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the Common Areas and Facilities the balance of the cost of such repairs will be assessed against all Unit Owners as a Common Expense. Notwithstanding this provision, the Board of Trustees reserves the right to assess all costs associated with all insufficient proceeds, whether to Common Areas or to Units, to the Unit Owners of the affected Unit and not as a Common Expense.

Notwithstanding this provision, the Board of Trustees reserves the right to assess the deductible to the Unit Owner pursuant to these By-Laws.

C. Whenever the estimated cost of repair or restoration exceeds, as to any one casualty or occurrence, on the basis of an independent appraisal, the sum of Twenty-Five Thousand Dollars (\$25,000.00), then the Trustees shall retain a registered architect or registered engineer, who shall not be directly or indirectly, a Unit Owner or an employee or agent of any Unit Owner, or a Trustee or an employee or agent of any of the Trustees, or the manager, if any, or any employee or agent of such manager, to supervise the work of repair or restoration and no sums shall be paid by the Trustees on account of such repair or restoration except upon certification to them by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment or assessments levied or chargeable to the Unit Owners as a Common Expense.

D. The Trustees may perform emergency work essential to the preservation and safety of the Condominium, including all parts of the Buildings and the Common Areas and Facilities and the Units, or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, including all parts of the Buildings and the Common Areas and Facilities and the Units, without having first engaged an architect or engineer, adjusted the loss or obtained proceeds of insurance.

E. Subject always to the prior rights of the Unit mortgagees, if there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund, or, at the option of the Trustees, divided among all the Unit Owners in proportion to their respective interests in the Common Areas and Facilities.

F. Notwithstanding the foregoing, if, as a result of fire or other casualty, the loss exceeds ten percent (10%) of the value of the Condominium, including all parts of the Buildings and the Common Areas and Facilities and the Units prior to the casualty and: (a) if seventy-five percent (75%) of the Unit Owners do not agree within one hundred twenty (120) days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. Subject always to the prior rights of the Unit mortgagees, the net proceeds of the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Areas and Facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws; or (b) if seventy-five percent (75%) of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten percent (10%) of the value of the Condominium including all parts of the Buildings and the Common Areas and Facilities and the Units, prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Middlesex County on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof, as approved by the Court. The cost of any such purchase shall be a Common Expense.

G. Notwithstanding any provision in the Master Deed, Declaration of Trust and/or By-Laws, the costs in excess of available insurance proceeds for restoring or repairing any damages to any Unit or the Common Areas and Facilities which is caused by the failure of the Unit Owner to so maintain his Unit as set forth hereunder and/or the Unit Owner's negligence, shall be assessed solely to the said Unit Owner. Further, in the event the Unit Owner's claim does not exceed the Condominium Trust's deductible on its insurance policy, said Unit Owner shall be required to submit said claim of loss under the Unit Owner's policy before making any claim against any other Unit Owner or the Trust based on negligence or any other theory of liability.

5. Condemnation.

If more than ten percent (10%) in value of the Condominium is taken under the power of Eminent Domain, then the taking shall be treated as a casualty loss and the provisions of Section 4 of these By-Laws and the provisions of Massachusetts General Laws, Chapter 183A, Section 17 shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to Section 17 of said Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such Units for such price as the Trustees shall determine, provided that any Unit Owners of such remaining portion who do not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Trustees and the other Unit Owners as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking, any Unit is decreased in size or

where the number of Units is decreased by a partial taking, then the Trustees may make such provision for realignment of the percentage interest in the Common Areas and Facilities as shall be just and equitable.

In the event of a total or partial taking under the powers of Eminent Domain, the Unit Owners shall be represented by the Trustees in any related proceedings, negotiations, settlements or agreements, and each Unit Owner shall be deemed to have appointed the Trustees as attorney-in-fact for this purpose. In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the Common Areas and Facilities, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units as determined by the Court, which shall be payable to the Owners of such Units or their mortgagees, as their interests may appear. Subject always to the prior rights of the Unit mortgagees, in the case of a total taking of all Units and the Common Areas and Facilities, the entire award shall be payable to the Trustees to be distributed to the Unit Owners and their mortgagees in accordance with their respective percentage interests in the Common Areas and Facilities.

6. Improvements.

A. If fifty percent (50%) or more but less than seventy-five percent (75%) of the Unit Owners agree to make an improvement to the Common Areas and Facilities, the cost of such improvement shall be borne solely by the Owners so agreeing.

B. Seventy-five percent (75%) or more of the Unit Owners may agree to make an improvement to the Common Areas and Facilities and assess the cost thereof to all Unit Owners as a Common Expense, but if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, including the Buildings and the Common Areas and Facilities and the Units, any Unit Owner not so agreeing may apply to the Superior Court of Middlesex County on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

7. Rules and Regulations.

A. The Trustees have adopted the initial Rules and Regulations set forth on Exhibit "B", which is annexed hereto and is hereby incorporated herein by this reference and made a part hereof, governing the details of the operation and use of the Common Areas and Facilities, and containing such restrictions on, and requirements respecting the use and maintenance of, the Common Areas and Facilities as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of the Common Areas and Facilities.

B. The Trustees shall administer such Rules and Regulations.

C. The Trustees may at any time and from time to time, amend, rescind and waive any and all of such Rules and Regulations.

D. The Trustees may at any time and from time to time, adopt other Rules and Regulations governing the details of the operation and use of the Common Areas and Facilities, and containing such restrictions on, and requirements respecting the use and maintenance of, the Common Areas and Facilities as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of the Common Areas and Facilities.

E. Notwithstanding the foregoing provisions of this Section :

(i) The Trustees shall furnish copies of any new Rule or Regulation, or amendment of any existing Rule or Regulation, to the Unit Owners prior to the time when such new Rule or Regulation, or amendment, as the case may be, shall become effective;

(ii) The Unit Owners, by majority vote, at a duly called Special Meeting where a quorum is present, may, at any time and from time to time, rescind, amend or waive any Rule or Regulation promulgated by the Trustees (including, but not limited to, the initial Rules and Regulations referred to hereinabove); and

(iii) Any waiver, rescission, amendment, adoption or enforcement of a Rule or Regulation, whether by the Trustees or the Unit Owners, as hereinbefore set forth, shall be uniformly binding upon all Unit Owners.

8. A. The Board of Trustees shall meet annually on the date of the Annual Meeting of the Unit Owners. Other meetings may be called by any Trustee, and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting shall be given at least five (5) days before such meeting to each member of the Board of Trustees. A majority of the Trustees shall constitute a quorum at all meetings. All meetings shall be conducted in accordance with such Rules as the Board of Trustees may adopt.

B. There shall be an Annual Meeting of the Unit Owners on the second Wednesday in May of in each year at 7:00 p.m. on the Condominium premises or at such other reasonable place and time as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special Meetings of the Unit Owners may be called upon the request of four or more unit owners. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the Annual Meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall state and reasonably specify such matter. A quorum of Unit Owners shall consist of a majority of those Unit Owners representing an undivided interest in the Common Areas and Facilities of the Condominium and provided that each such Unit Owner is then in good standing with respect to the payment of all condominium assessments. Unless set forth otherwise hereunder, any action taken at such meeting, at which a quorum has been established, shall only require a vote

of plurality of the beneficial interest of Unit Owners in attendance at the same.

C. Any Trustee or Unit Owner may, at any time, waive notice of any meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee or Unit Owner without objection to lack of notice at any meeting shall constitute a waiver of notice by such Trustee or Unit Owner of notice of such meeting. If all of the Trustees are present at any meeting of the Trustees, or if all of the Unit Owners are present at any meeting of the Unit Owners, respectively, no notice shall be required and any business may be transacted at such meeting of the Trustees, or Unit Owners, respectively.

D. Any action taken by unanimous written consent of all of the Trustees then in office shall be fully valid as though taken at a meeting. Such writing shall be filed with the records of the Trustees.

E. Any action taken by unanimous written consent of all of the Unit Owners shall be fully valid as though taken at a meeting. Such writing shall be filed with the records of the Unit Owners.

F. Unit Owners may vote by proxy at any Annual or Special Meeting of the Unit Owners. Proxy voting shall not be permitted at meetings of the Trustees.

9. Notices to Unit Owners.

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created hereby or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him at his residence in the Condominium and/or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, unless a different period for the giving of such notice is specified in these By-Laws.

10. Inspection of Books - Reports to Unit Owners.

The Trustees shall keep detailed records of the actions of the Trustees, minutes of the meetings of the Trustees, minutes of the meetings of the Unit Owners, and financial records and books of accounts of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit, which among other things, shall contain the amount of each assessment of Common Expenses against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. Copies of the Master Deed, this Trust and these By-Laws, Rules and Regulations and floor plans of the Buildings, as the same may be amended from time to time, shall be maintained at the office of the Trustees. All of the foregoing records, accounts and documents shall be available for inspection by Unit Owners, their authorized agents, and lenders, mortgagees, holders, insurers and guarantors of any mortgage on any Unit at all reasonable times. "Available" shall mean available for inspection, upon request, during normal business hours or under

other reasonable circumstances. The Trustees shall, as soon as reasonably possible, after the close of each fiscal year, or more often, if convenient to them, submit to the Unit Owners a report of the operation of the Trustees for each year, which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Except in the case of fraud, committed by a Trustee, any person (other than a mortgagee or mortgage insurer or guarantor) who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered or certified mail within a period of sixty (60) days of the date of receipt by him, shall be deemed to have assented thereto. The holder, insurer or guarantor of any first mortgage shall be entitled to have an audited statement prepared pursuant to General Law Chapter 183A, §10(d). During the term of the Initial Board of Trustees, the annual (or portion thereof) financial report shall be reviewed by an independent certified public accountant.

11. Checks and Notes.

A. Prior to the expiration of the term of the Initial Board, checks, drafts and other instruments for the payment of money drawn or endorsed in the name of the Trustees or of the Trust may be signed by the sole member of the Initial Board. Prior to the expiration of any term of the Initial Board, all vouchers for the payment of any Common Expense shall be approved by the sole member of the Initial Board.

B. Subsequent to the expiration of the term of the Initial Board, checks, drafts or other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two (2) Trustees, or by any person or persons (who may be one of the Trustees) to whom such power may at any time or from time to time be designated by not less than a majority of the Trustees, including the management company.

12. Seal.

The Trustees may, at any time or from time to time, at their discretion, adopt a seal circular in form bearing the name of this Trust and the year in which this instrument was recorded in the Middlesex South District Registry of Deeds or a common or wafer seal, which shall be valid for all purposes.

13. Fiscal Year.

The fiscal year of the Trust shall be the calendar year, or such other date as may from time to time be determined by the Trustees.

14. Management - Employees.

A. The Trustees, at their discretion, may, but need not, appoint real estate management firm, or manager, to manage the Condominium, at such compensation, and upon such terms and conditions as the Trustees see fit. If such management firm, or manager, is so appointed, the Trustees may delegate to such firm or manager such duties as are customarily and usually performed by

Condominium property managers in the Northeastern Massachusetts area, or such duties as the Trustees may at any time and from time to time, expressly delegate, provided, however, that the duties and powers, and responsibilities of the Trustees under Sections 1(b), 1(d), 1(e), 1(f), 1(g), 1(h), 1(k), 1(l), 1(m), 1(n), 1(o), 1(p), 1(q), 2, 4, 5, 6, 7, 8, 12, 28B, and 32 of these By-Laws shall not be so delegated (unless otherwise stated therein) to anyone whomsoever except the Trustees themselves, or to such of the Trustees as the Trustees shall designate.

B. Notwithstanding anything to the contrary herein, any agreement for professional management of the Condominium shall provide that the management contract may be terminated for cause and without payment of a termination fee or penalty on ten (10) days written notice, and without cause and without payment of a termination fee or penalty on ninety (90) days written notice, or less, and the term of any such contract shall not exceed two (2) years, except that the term of any such contract entered into at any time during the term of the Initial Board of Trustees shall not exceed one (1) year.

C. When professional management has been previously required by an eligible mortgage holder, any decision to establish self-management by the Trustees shall require the prior consent of such mortgage holder.

D. The consent of one (1) Trustees shall be necessary for the hiring and dismissal of any employees of the Condominium with the exception of any employees of the management company, if one is present. Under that circumstance the management company is responsible for the hiring and firing with the Board's input.

15. Use of Units.

Units are intended to be used only for those purposes set forth in the Master Deed, which is incorporated herein by reference.

16. Use of Common Areas and Facilities.

A Unit Owner shall not place or cause to be placed on the Common Areas and Facilities any furniture, packages or objects of any kind. The stairways shall be used for no purpose other than for normal transit through them.

17. Attorneys, Accountants, Appraisers.

The Trustees may, but need not, engage the services of attorneys, accountants, appraisers, architects, engineers, and other professionals in connection with their duties as such Trustees, upon the payment of such fees and upon such other terms and conditions as the Trustees shall decide, and such fees and other expenses in connection with such employment shall be Common Expenses of the Condominium. The Trustees, in the absence of fraud, shall be protected in reasonably relying upon the opinion of such attorneys, accountants, appraisers, architects, engineers or other professionals engaged by the Trustees pursuant to their duties as such Trustees.

18. Electricity, Gas, Other Utilities.

Electricity and gas shall be supplied by the public utilities servicing the area in which the Condominium is located, directly to each Unit through separate meters. Each Unit Owner shall be required to pay all bills and assessments for electricity, gas and other utilities (if any), consumed or used in his Unit or used by the heating, ventilating and air conditioning system and hot water heater serving his Unit.

19. Violations by Unit Owners.

The violation of any Rule or Regulation adopted by the Trustees, or the breach of any of these By-Laws, or the breach of any provisions of the Master Deed or of this Trust or for the offending Unit Owner's Unit deed, shall give the Trustees the right, in addition to any other rights set forth in these By-Laws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity (or both) the continuance of any such breach. In addition to the foregoing, and not in substitution therefore, the Trustees shall have the power to levy fines against Unit Owners for such violations. No fine may be levied for more than twenty-five dollars (\$25.00) but for each day a violation continues after notice, it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Expenses owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner, the Trustees shall have the power, after notice and a hearing pursuant to Section 32 hereof, to require such Unit Owners to post a bond to secure adherence to said Rules and Regulations, By-Laws, Master Deed, this Trust, or said Unit deed.

20. Violation of Law.

No noxious or unlawful activity shall be carried on in any Unit or in the Common Areas and Facilities nor shall anything be done therein, either willfully or negligently, which may be or become unreasonably annoying to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, guests, agents, servants, and employees, nor do or permit anything by such persons that will unreasonably interfere with the rights, comforts or conveniences of other Unit Owners or interfere with the rights, comforts or conveniences of other Unit Owners or occupants.

21. Maintenance and Repairs.

A. Unit Owners:

- a) Each Unit Owner shall be solely responsible for the proper maintenance and replacement of and repairs to any Unit, ordinary or extraordinary other than to the Common Areas and Facilities contained therein not necessitated by the negligence, misuse or neglect of the Owner of such Unit, and to the doors (including garage doors) and windows, and to electrical, plumbing, and heating, ventilating and air conditioning fixtures, heat pump, fan and condenser and equipment within the Unit

or belonging to the Unit Owner, wherever located, which are not a part of the Common Areas and Facilities, and the washing of exterior glass on his Unit shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein. Unless otherwise modified by written agreement of an owner with the Trustees or by general policy adopted by the Trustees, each Owner shall also be responsible for the proper removal of snow and ice, from their individual deck, as well as maintenance of any improvements by an owner to his Unit and Limited Common Areas appurtenant to his Unit. Each Unit Owner shall be responsible for all damage to any and all other Units and to the Common Areas and Facilities that his failure so to do may engender.

- b) Each Unit Owner, at the sole expense and upon the initiative of the Owner shall at all times keep his unit, Exclusive Use or Limited Common Areas and landscaping in such repair, order, cleanliness and condition as is consistent with a first-class residential community. Without limiting the generality of the foregoing, each Owner shall immediately replace all broken glass in his Unit; and in general shall keep his Unit, Exclusive Use an/or Limited Common Areas in a neat, clean and attractive condition.
- c) Each Unit Owner is aware that the residential portion of the Graystone at Winchester Condominium is intended as a first-class residential community, and that failure of any Unit Owner to maintain his Unit, Exclusive Use and/or Limited Common Areas in a neat, clean and attractive manner will derogate from the value and salability of other Units. The standards requires of each Unit Owner under the provisions of this section and the remedies available to the Trustees in the event of the failure of any Unit Owner to adhere to same, shall be strictly construed in favor of the Trustees against each Unit Owner.
- d) In the event that any Unit Owner fails to strictly adhere to the provisions of this Section, the Trustees shall have both the right and also the obligation to notify such Owner in writing of such failure, specifying with reasonable particularity the action that such Owner must take in order to remedy such failure. If such Owner, fails to take such action within fifteen (15) days of the giving of such notice by the Trustees, then the Trustees may have the right to cause the necessary work of maintenance, repair or replacement to take place, using such personnel or contractors as the Trustees in their sole discretion may decide, and the entire cost thereof, plus an administration fee of ten percent (10%) of the cost thereof, shall be payable by such Owner to the Trustees forthwith; and the amount thereof shall be a lien on the Unit Owner enforceable to the extent and with the priorities set forth in this section and Section 6 of the Act.

B. Common Areas:

- a) The Trustees shall be responsible for all maintenance, and replacements of and

repairs to the Common Areas and Facilities as defined in the Master Deed, and all maintenance and replacement of and repairs to the exterior walls of the Buildings and to structural parts of the Buildings and the painting and decorating of the exterior doors of the Buildings and exterior window sash, shall be made by the Trustees and shall be a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. The Trustees decision that work in the Common Areas and Facilities is maintenance, repair or replacement shall be conclusive and binding on all Unit Owners unless shown to have been made in bad faith.

- b) The Trustees shall be responsible for Units, Exclusive Use and/or Limited Common Areas to the extent necessitated by casualty loss or taking under the powers of eminent domain. The expenses of such maintenance shall be assessed to Unit Owners as a common expense of the Condominium.
- c) The Trustees and their agents shall have access to each Unit from time to time during reasonable hours for the maintenance, repair or replacement of any other Unit or of the Common Areas and Facilities therein or accessible therefrom or for making emergency repairs therein necessary, in the Trustees' sole judgment, to prevent damage to the Common Areas and Facilities or to another Unit or Units, provided however, that if the maintenance, repair and replacement of the Common Areas and Facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit, the Exclusive Use and/or Limited Common Areas appurtenant thereto which he is responsible to maintain, repair and replace, the expenses of such maintenance, repair and replacement may be charged to a particular Unit Owner as a common expense by the Trustees and it shall be payable by the Trustees on demand.

22. Pets

- A. No pet shall be allowed to be maintained in any Unit or on the Common Areas of the Condominium Trust unless there is compliance with this Section.
- B. Pets shall hereinafter be defined as reptiles, rabbits, livestock, fowl, poultry of any kind, as well as dogs, cats and other household pets.
- C. Pets shall not include birds and fish, and the same shall be allowed so long as the following conditions are met:
 - 1. The same must be maintained solely in the individual unit; and
 - 2. Such birds and fish shall:
 - a. Not exceed such number and kind as to interfere with the quiet enjoyment of

the Condominium by its residents; and

- b. Each Unit Owner keeping such birds and fish who violates any of the above conditions or permits any damage to or soiling of any of the Common Areas or permits any nuisance or reasonable disturbance or noise shall:
 - i. Be assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance; and/or
 - ii. Be required by the Trustees to permanently remove such bird and fish from the Condominium upon seven (7) days written notice from the Trustees.
- c. That the birds and fish shall be domestic and the type and size normally associated with those maintained and kept in a residential household.

D. Dogs and cats (hereinafter referred to as "Permitted Pets") shall be allowed to be maintained in Units only as follows:

- 1. Any Unit Owner, having a Permitted Pet or who acquired a Permitted Pet and/or who cares for a Permitted Pet even on a temporary basis, shall within the time periods set forth in Subsection I, during his or her ownership and/or occupancy of the Unit at the Condominium shall undertake the following actions:
 - a. Obtain the prior written approval of the Board of Trustees;
 - b. Comply with the procedure for registration; and
 - c. Provide proof of compliance with all necessary licensing and/or vaccination of said Permitted Pet in accordance with the town and/or state laws where applicable.
- 2. The number of Permitted Pets per Unit shall be limited to a total number of two (2) such pets. Further, any Permitted Pet shall not exceed a maximum of fifty (50) pounds.

E. No other animals or pets, other than provided in this Section shall, under any circumstances, be allowed in the Units and/or Common Areas of the Condominium Association.

F. The Unit Owner shall additionally agree to the terms and conditions for all Permitted Pets:

- 1. That at all times such Permitted Pets are outside the subject Unit and upon the Common Areas of the Condominium, such pets shall be leashed, carried or otherwise

restrained. Further, such pets shall not be tied by a leash, rope, etc. to the Unit and/or Common Area;

2. That such Permitted Pets shall only be walked in the designated areas, and further, the Unit Owners shall pick-up any feces deposited;
3. That any and all sums necessary to repair the damage, cleaning and/or elimination of the nuisance to Common Areas, will be paid to the Trustees within thirty (30) days from the date assessed and be subject to all late fees and penalties for failure to reimburse and/or pay the Association for the same;
4. That said Unit Owner will provide the Association on a yearly basis with proof of any and all necessary updates regarding licensing and/or vaccination as set forth herein;
5. That the care and maintenance of said Permitted Pets shall be in compliance with any and all other municipal and/or state statutes and/or By-Laws;
6. That any Permitted Pet which creates an annoyance, disturbance and/or nuisance to the occupants of the Condominium as reasonably determined by the Board of Trustees following Notice and Hearing (as hereinafter defined), shall upon written notice, be removed from the Condominium within seven (7) days of such notice; and
7. That any Unit Owner who fails to comply with this Section within the time periods set forth hereunder, shall similarly remove said Permitted Pet and/or violating animal within seven (7) days of notification by the Board of Trustees.

G. For purposes hereof, a lessee and/or tenant shall be deemed a Unit Owner.

H. In the event that any provision of this Section shall be determined to be invalid or unenforceable, it shall be interpreted and construed so as to be enforceable as to the extent and in such situations as may be permitted by applicable law and in any event, the partial or total enforceability of such provisions shall not effect in any manner, the validity, enforceability or effect of the remainder of this Section; and in such event, all the provisions of this Section shall continue in full force and effect as if such invalid provisions had never been included herein.

I. Procedure for registration:

1. This procedure applies to any Permitted Pets;
2. All lessees and/or tenants shall be required to submit a lease and/or occupancy agreement demonstrating permission of the Unit Owner to maintain a Permitted Pet;
3. The Unit Owner/Resident shall register the Permitted Pet with the Board of Trustees.

J. Any violation of an applicable state and/or local statute, By-Law and/or Rule and Regulation, shall be a violation of this Section and subject the Unit Owner to the applicable fines hereunder.

K. All applications for a Permitted Pet must be executed by all Unit Owners and Occupants and/or Tenants where applicable. Unit Owners shall be jointly and severally liable for all violations of their occupants and/or tenants. Occupants and/or tenants shall not be allowed a Permitted Pet if the same violates any rental agreements. Nothing hereunder shall be interpreted to authorize a Permitted Pet for any said occupant and/or tenant.

L. Violations and Fines:

The violation of any of the above provisions shall subject the Unit Owner to removal of the Permitted Pet as set forth hereunder in addition to fines in the amount of fifty dollars (\$50.00) for a first offense; seventy-five dollars (\$75.00) for a second offense; and one hundred dollars (\$100.00) for a third offense, with each day constituting a separate offense thereto.

If the Unit Owner is ordered to remove the Permitted Pet, the Unit Owner must provide a written affidavit to the Board of Trustees and/or its duly authorized designated agent within fourteen (14) days from the removal date that the Permitted Pet in question has been removed. Notwithstanding any other provisions in the Condominium Documents, said affidavit shall be sent certified mail, return receipt and received within the fourteen (14) day period. Failure to provide said affidavit shall, in addition to the above, subject the Unit Owner to an additional fine in the amount of five dollars (\$5.00) per day for each day the violation continues with each day constituting a separate and independent offense.

In any action brought hereunder or under the Condominium Documents, including any Section thereto, the Unit Owner shall be responsible for all costs associated with any enforcement action including, but not limited to, reasonable attorney's fees. As stated hereunder, the term "Unit Owner" shall, for purposes of this Section, include lessees, tenants, occupants, guests, etc. The Unit Owner and/or lessee, etc. shall be jointly and severally liable for any violation of this provision.

All amounts due hereunder shall be due within the time period stated, and if no time period is stated, with the Condominium fees in the month immediately following the assessment of said fine.

In addition to any and all fines, the failure to pay these amounts shall constitute a separate and independent fine, which shall subject the Unit Owner to any and all damages hereunder including late fees.

23. Structural Integrity.

Nothing shall be done or maintained in any Unit or in the Common Areas and Facilities, which will impair the structural integrity of any part of the Buildings of the Condominium.

24. No Alterations.

Neither the exterior of any Unit nor the Common Areas and Facilities nor the hallways shall be altered, constructed, removed, decorated or painted in any manner except with the written consent of the Trustees. Any Unit Owner is free to decorate the interior of his Unit in any manner as he sees fit without requiring the consent of the Trustees so long as such decorations do not alter the structure of the Unit or the Buildings

25. Signs.

No business, professional, commercial or other signs, whether designed for profit, altruism or otherwise shall be maintained or permitted on any part of the property nor shall any "For Sale", "For Rent" or "For Lease" sign be permitted thereon except by the Declarant during such time as the Declarant owns one (1) or more Units in the Condominium, and except for any mortgagee who may become the Owner or mortgagee in possession of any Unit, but in no event shall any such sign be larger than two (2) square feet. Also, there shall be no "Open House" sandwich style signs or arrows or any signs of any kind in windows. The Declarant may remove any signs found in the common areas.

26. Combustible Materials.

No Unit Owner shall permit or suffer the keeping at any time of any flammable, combustible or explosive fluid or substance on the property of the Condominium or in his Unit or storage room except only for such lighting and cleaning fluids as are customary for residential use. No Unit Owner shall permit or suffer the keeping at any time of any flammable, combustible or explosive fluid or substance in any vehicle parked in a Garage except for gasoline or diesel fuel ordinarily contained in the fuel tank of such vehicle and such lubricating and other fluids as are ordinarily contained within the vehicle and used in its normal operation. Storage of any propane containers for barbeque grills or the like are strictly prohibited in the Units and/or Garages.

27. Safety.

Each Unit Owner assumes complete responsibility for the safety of himself, his family, guests, agents, servants and employees, while such persons are in his Unit, or any other Unit, or Garage, or Storage Room, or on the Common Areas and Facilities of the Condominium.

28. Sale of Units.

A. No Severance of Ownership.

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without

including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the appurtenant Interest of all units. "Appurtenant Interests", as used herein, shall include: (i) the undivided interest of a Unit Owner in the Common Areas and Facilities; and (ii) the interest of such Unit Owner in any other assets of this Trust.

B. Financing of Purchase of Units by Trustees.

With the prior written approval of at least fifty-one percent (51%) of the beneficial interests hereunder (the vote of the Unit Owner of the Unit which is the subject of such vote shall not be counted), the Trustees may acquire Units of the Condominium. Acquisition of Units by the Trustees may be made from any funds in the hands of the Trustees; or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his beneficial interest as a Common Expense; or the Trustees, in their discretion, may borrow money to finance the acquisition of such Units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the specific Unit or Units with Appurtenant Interests so to be acquired by the Trustees. Nothing in this Subsection shall be construed as compelling any Unit Owner to sell his Unit. Nothing in this Subsection shall have any effect, nor limit in any manner the rights and remedies of the Trustees under the provisions of Section 6 of Chapter 183A, or under any other provisions hereof.

C. Waiver of Right of Partition.

In the event that a Unit shall be acquired by the Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit or Units as are acquired by the Trustees.

D. Payment of Assessments.

No Unit Owner shall convey, mortgage, pledge, hypothecate or sell his Unit unless and until he shall have paid in full to the Trustees all unpaid Common Expenses, theretofore assessed by the Trustees against his Unit and until he shall have satisfied all unpaid liens against such Unit. This paragraph shall not apply to any first mortgagee on any Unit.

29. Nondiscrimination.

Notwithstanding anything to the contrary herein, no part of this Trust or By-Laws or the Rules and Regulations now or hereafter adopted or promulgated shall ever be deemed to prevent, restrict, discourage, or hinder, in fact, in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, use or occupancy of any Units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, sexual orientation, ancestry, marital status, status as a veteran or member of the armed services, or any ethnic group, blindness, receipt of

public assistance, or, in addition to the foregoing by any reason whatsoever prohibited by any federal, state, county or municipal law.

30. Percentage of Unit Owners.

Whenever the term "Percentage of Unit Owners" or "Percentage of Units" is used in this instrument, said terms shall mean the Owners of the specified percentage in the aggregate in interest of the undivided ownership in the Common Areas and Facilities of the Condominium.

31. Fannie Mae or Freddie Mac Requirements.

Notwithstanding anything to the contrary contained in this Master Deed, in order to comply with the legal requirements of the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation (or any successor(s) thereto if either Fannie or Freddie Mac cease to exist), the following provisions shall control and prevail:

- a. Any right of first refusal in the condominium project documents will not adversely impact the rights of a mortgagee or its assignee to:
 - i. Foreclose or take title to a condominium unit pursuant to the remedies in the mortgage;
 - ii. Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
 - iii. Sell or lease a unit acquired by the mortgagee or its assignee.
- b. Amendments of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51 percent of the votes of units that are subject to mortgages.
- c. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons must be agreed to by mortgagees that represent at least 51 percent of the votes of the units that are subject to mortgages.
- d. Implied approval of mortgagees is to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.
- e. Mortgagees and guarantors of the mortgage on any unit in a condominium project shall have the right to timely written notice of:
 - i. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
 - ii. Any 60-day delinquency in the payment of assessments or charges owed

by the owner of any unit on which it holds the mortgage;

iii. A lapse, cancellation, or material modification of any insurance policy maintained by the homeowners' association; and

iv. Any proposed action that requires the consent of a specified percentage of mortgagees.

- f. No unit owner or any other party shall have priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.
- g. Except as provided in Massachusetts General Laws Chapter 183A, any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee.

32. Right to Notice and Hearing.

A. Whenever these By-Laws require that an action be taken after "Notice and Hearing", the following procedure shall be observed: All hearings shall be conducted by at least a majority of the Trustees. The Trustees shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Trustees to assure a prompt and orderly resolution of the issues. The affected person shall have the right to question the Trustees and any witnesses with respect to the subject matter of the hearing. If the hearing involves an alleged breach, by the affected person, of any of the provisions of the Master Deed, the Condominium Trust or the By-Laws and Rules and Regulations thereto, or any Unit deed, the affected person shall be informed, with specificity, of the exact nature of the violation. The Trustees need not comply with the strict legal rules of evidence observed by courts, but they shall consider only such evidence as reasonable people customarily consider in making important decisions. Nothing herein shall be deemed to limit the right of the Trustees, the affected person, or any Unit Owners or occupants affected to bring legal action with respect to the subject matter of any hearing, or any decision of the Trustees.

B. When the subject matter of the hearing is Section 3(d)(ii) of the Declaration of Trust, the reference to Trustees as the persons conducting the hearing shall be deemed to mean Unit Owners entitled to at least fifty-one percent (51%) of the beneficial interest under this Trust.

33. Anti-Litigation.

- A. Definitions: The following words shall have the following meanings unless the context requires otherwise:
- (i) “Derivative proceeding”, a civil suit brought by a Unit Owner to enforce a right of the Condominium Association.
 - (ii) “Unit Owner”, the person or entity owning a Unit at the Condominium, including the Declarant.
- B. Standing: A Unit Owner may not commence or maintain a derivative proceeding unless the Unit Owner:
- (i) Was a Unit Owner at the Condominium at the time of the act or omission complained of or became a Unit Owner through transfer by operation of law from one who was a Unit Owner at the time; and
 - (ii) Fairly and adequately represents the interests of the Condominium Association in enforcing the right of the Condominium Association.
- C. Demand: No Unit Owner may commence a derivative proceeding until:
- (i) A written demand has been made upon the Condominium Board to take suitable action; and
 - (ii) Either:
 - (a) Ninety (90) days have elapsed from the date the demand was made, if such demand was not duly submitted to a vote of the Unit Owners referred to in Section E(ii)(c) within sixty (60) days of such demand; or
 - (b) One hundred twenty (120) days have elapsed from the date the demand was made, if such demand was duly submitted to a vote of the Unit Owners referred to in Section E(ii)(c);
 - (iii) A Unit Owner need not wait for the expiration of the applicable ninety (90) or one hundred twenty (120) day waiting period if either:
 - (a) The Unit Owner is notified in writing during the waiting period that the demand has been rejected; or
 - (b) The Unit Owner can demonstrate to a Court that irreparable injury to the Association would result by waiting for the expiration of the applicable waiting period.

- D. Stay of Proceedings: If the Condominium Board or the Association commences an inquiry into the allegations made in the demand or complaint, the Court may, upon motion of the Condominium Board or the Association, stay any derivative proceeding for a period as the Court considers appropriate.
- E. Dismissal:
- (i) A derivative proceeding commenced after rejection of a demand shall be dismissed by the Court on motion by the Condominium Board or the Association if the Court finds that either:
 - (a) One of the groups specified in Subsections (ii)(a), (ii)(b) or (vi) below, has determined in good faith after conducting a reasonable inquiry upon which its conclusions are based that the maintenance of the derivative proceeding is not in the best interests of the Condominium Association; or
 - (b) Unit Owners specified in Subsection (ii)(c) have determined that the maintenance of the derivative proceeding is not in the best interests of the Condominium Association.
 - (ii) Unless a panel is appointed pursuant to Subsection (vi), the determination in Subsection (i) shall be made by:
 - (a) A majority vote of independent Board members present at a meeting of the Condominium Board if the independent Board members constitute a quorum;
 - (b) A majority vote of a committee consisting of two (2) or more independent Condominium Board members appointed by majority vote of independent Condominium Board members present at a meeting of the Condominium Board, whether or not the independent Condominium Board members constituted a quorum; or
 - (c) The vote of a majority of Unit Owners entitled to vote, not including Units and corresponding percentages owned by or voted under the control of a Unit Owner or related person who has a beneficial financial interest in the act or omission that is the subject of the derivative proceeding (excluding benefits that may or may not result from the derivative proceeding as a result of the Unit Owner's membership in the Condominium) and which would reasonably be expected to exert an influence on the Unit Owner's or related person's judgment if called upon to vote in the determination.
 - (iii) None of the following shall by itself cause a Board member to be considered not independent for the purposes of this Section:

- (a) The nomination or election of the Board member by a person who is defendant in a derivative proceeding or against whom action is demanded provided that such person is a Unit Owner;
 - (b) The naming of the Board member as a defendant in the derivative proceeding or as a person against whom action is demanded; or
 - (c) The approval by a Board member of the act being challenged in the derivative proceeding or demand if the act resulted in no personal benefit to the Trustee.
- (iv) If the Condominium Board or Association moves to dismiss the derivative suit, it shall make a sworn, written filing with the Court setting forth facts to show:
 - (a) Whether a majority of the Board members was independent at the time of the determination by the independent Trustees; and
 - (b) That the independent Board members made the determination in good faith after conducting a reasonable inquiry upon which their conclusions are based. Unless otherwise required by Subsection (i), the Court shall dismiss the suit unless the plaintiff has alleged with particularity facts rebutting the Condominium Board's or Association's filing in its complaint or an Amended Complaint or in a written filing with the Court. All discovery proceedings shall be stayed upon the filing by the Condominium Board or Association of the motion to dismiss and the filing required by the Subsection until the notice of entry of the order ruling on the motion; but the Court, on motion and after a hearing and for good cause shown, may order that specified discovery be conducted.
- (v) If a majority of the Condominium Board does not consist of independent members at the time the determination by independent members is made, the Condominium Board or Association shall have the burden of proving that the requirements of Subsection (i) have been met. If a majority of the Condominium Board consists of independent directors at the time the determination is made or if the determination is made by Unit Owners pursuant to Clause (c) of Subsection (ii) or is made pursuant to Subsection (vi), the plaintiff Unit Owner shall have the burden of proving that the requirements of Subsection (i) have not been met.
- (vi) The Court may appoint a panel of one or more independent persons approved or certified by the Community Association Institute of New England Dispute Resolution Program upon motion by the Condominium Board or Association to make a determination whether the maintenance of the derivative proceeding is in the best interests of the Association. In such case, the plaintiff Unit Owner shall have the burden of proving that the requirements of Subsection E(i) have not been met.

F. Discontinuance or Settlement:

A derivative proceeding may not be discontinued or settled without the Court's approval. If the Court determines that a proposed discontinuance or settlement will substantially affect the interests of the Unit Owners or a class of Unit Owners, the court shall direct that notice be given to the Unit Owners affected.

G. Payment of Expenses:

Upon termination of the derivative proceeding the Court may:

- (i) Order the Condominium Association to pay the plaintiff Unit Owner's reasonable expenses, including counsel fees, incurred in the proceeding if it finds that the proceeding has resulted in a substantial benefit to the Condominium Association; or
- (ii) Order the plaintiff to pay any defendant's reasonable expenses, including counsel fees, incurred in defending the proceeding if it finds that the proceeding was commenced or maintained without reasonable cause or for an improper purpose. Any expenses or fines or counsel fees ordered to be paid by a Unit Owner pursuant to this Section shall be collectible as a common expense.

H. Miscellaneous:

The Condominium is a not-for-profit Association of Unit Owners. Nothing in this section is intended or shall be construed as affecting such not-for-profit status or to subject the Condominium to any laws governing business corporations other than as set forth herein.

EXHIBIT "B"

Incorporated into and made a part of the By-Laws of the Graystone at Winchester Condominium Trust.

**RULES AND REGULATIONS OF
GRAYSTONE AT WINCHESTER CONDOMINIUM TRUST**

1. Each Unit Owner must maintain and repair his own Unit to keep it in good order; in accordance with the provisions of the Trust.
2. Nothing shall be altered or constructed in or removed from the common areas and facilities except upon the prior written consent of the Board of Trustees.
3. Each Unit Owner or Resident shall keep his Unit and deck in a good state of cleanliness and will be responsible for snow removal from deck.
4. Nothing shall be done in any unit or in, on or to the common areas and facilities or exclusive use areas which impair the structural integrity of the buildings or which would structurally change the buildings. Absolutely no work shall be done which would affect the water tightness or acoustical integrity of the ceiling, flooring and the demising wall between two units without the prior written consent of the Trustees.
5. 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. The common areas shall be kept free and clear of all rubbish, debris and other unsightly materials.
6. The common areas shall not be obstructed nor used for storage without the prior written consent of the Board of Trustees.
7. 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 Board of Trustees.
8. In addition to all other prohibited signs, no Residential Unit Owner may place "For Sale" or "For Rent" or other signs on the common areas nor may any signs be visible from any Residential Unit. The use of the units, the common areas and the parking spaces by Unit Owners, 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 Trustees, the seller, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility thereof.
9. Each Unit Owner or Resident assumes responsibility for his own safety and conduct that of his family, guests, agents, servants, employees, licensees and lessees.
10. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Board of Trustees.
11. 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. Balances which remain unpaid will be referred to an attorney for collection. The cost of such collection action will be charged against the Unit.
12. All Unit Owners are required to provide the condominium with the name, address and contact person of each mortgage holder for their unit. Failure to do so in a timely manner may result in the Trust securing the information from a "title search". The cost of

- completing said title search will be assessed against the Unit.
13. No boats, campers, recreational vehicles or unlicensed or unregistered vehicles are permitted on the property.
 14. All garbage and trash must be placed in the proper receptacles designed for refuse collection and no garbage or trash shall be placed elsewhere upon any of the common areas. Each Unit Owner or occupant shall dispose of garbage and trash in accordance with the procedure promulgated by the Board of Trustees.
 15. Furniture, televisions, computers, monitors, hazardous waste, paint, solvents, oil, mattresses, appliances, etc. are not allowed to be disposed and special arrangements with a trash hauler must be made by the Unit Owner/Resident at their own expense.
 16. Owner/Resident will have two off-street parking spaces in driveway. Guests will be permitted to park on the street. Unit Owners/Residents must make sure their guests park in only these spaces and that if Unit Owners/Residents or their guests or visitors park inappropriately then towing without further notice will occur at their risk and expense.
 17. Pursuant to M.G.L. Chapter 183A and By-Laws, the Trust may assess fines and attorneys' fees against Unit Owners for violations of the Master Deed, By-Laws and Rules and Regulations and these shall constitute a lien against the unit and be the personal liability of the Unit Owner. The Trustees may establish a fine schedule from time to time.
 18. Holiday seasonal decorations shall be permitted between December 1st and January 30th of each year.
 19. No fine may be levied initially for more than twenty-five (\$25.00) dollars for any one violation but for each day a violation continues after notice it shall be considered a separate violation and the Trustee may increase the amount of fines from twenty-five (\$25.00) dollars from time to time in its discretion.
 20. No Unit Owner shall make, permit or suffer any unreasonably disturbing noises or vibrations by means of a radio, phonograph, stereo, television, piano or other musical instrument, exercise equipment, Nordic or elliptical equipment, or rowing machines, or other device or form of technology of any description, or by means of any activity of any description taking place in the Unit, or in any other manner, by himself, his family, guests, agents, servants, or employees, nor do, permit or suffer anything by such persons that will unreasonably interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No radio, phonograph, stereo, television or other device shall incorporate outside deck or balcony speakers.
 21. Except for areas, if any, designated by the Trustees, there shall be no storing or parking of carriages, bicycles, wagons, vehicles, trailers, tools, benches, chairs or other items, in any part of the common areas.
 22. No bicycles or toys shall be kept in the driveway overnight.
 23. The use of gas grills shall be in compliance with the regulations and requirements of the town of Winchester.
 24. Each Unit Owner shall keep his or her Unit (and any Exclusive Use Areas) in a good state of preservation and cleanliness.
 25. If any key or keys (or lock combination) are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee or visitor, to a Trustee, or an agent or employee of the Trustee, including without limitation the

managing agent of the Condominium, whether for such Unit, Garage, automobile, trunk, or other item of personal property, the acceptance of the key (or combination) shall be at the sole risk of such Unit Owner or occupant, and such Trustees, agent, employee, and the Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

26. In addition to the other Rules contained herein and promulgated from time to time, the use of a terrace or deck appurtenant to a Unit shall be subject to the following:
 - (i) Nothing shall be placed on a Terrace, balcony or deck which in the opinion of the Trustees unreasonably obstructs sight lines from other Units.
 - (ii) Any lighting installed by a Unit Owner on a Terrace, balcony or deck will be subject to the prior approval of the Trustees, and will be limited to incandescent accent lighting only.
 - (iii) All planting and other landscaping on a Terrace will be ornamental in nature (but may include herb gardens), and in no event will there be any artificial landscaping.
 - (iv) No windsocks, kites or wind chimes will be permitted to be hung, displayed, draped or posted to or from the inside or outside of windows or placed on the outside or doors of the Buildings, or on the entrance doors to Units, or from or on a Terrace.
27. All Unit Owners shall install drapes, blinds or other window treatments on all exterior windows, the backing of which, when viewed from the exterior, shall be white. All window shades, draperies, as well as any other window treatments and hanging material, which must be furnished and installed, and maintained, repaired and replaced by each Unit Owner at such Unit Owner's expense, must be fire resistant and in compliance with standards set by the New England Fire Insurance Rating Board, and may not be closer than one inch (1") to heating units.
28. No Unit Owner shall permit or suffer the keeping at any time of any flammable, combustible or explosive fluid or substance in or on any portion of the Condominium (including but not limited to his Unit) except only for such lighting and cleaning fluids as are customary for residential use. No Unit Owner shall permit or suffer the keeping at any time of any flammable, combustible or explosive fluid or substance in any vehicle parked in the Parking Spaces, except for gasoline or diesel fuel ordinarily contained in the fuel tank of such vehicle and such lubricating and other fluids as are ordinarily contained within the vehicle and used in its normal operation.
29. In the event that at any time or from time to time a Unit Owner wishes to perform any work in his Unit, other than Cosmetic Work, the Unit owner shall comply with the provision of the Trust including, but not limited to, obtaining the consent of the Trustees as applicable.
30. Satellite Dishes: Notwithstanding any provision of the Master Deed, Declaration of Trust, and/or Rules and Regulations of the Association, the following Rules and Regulations regarding satellite dishes and antenna restrictions shall take precedent over the same:
 1. Reception Antenna means an antenna, satellite dish, or other structure used to receive

video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guide wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission ("FCC") standards for radio frequency radiation. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight and appearance to Reception Antennas.

2. Transmission antennas mean any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than reception antennas. Transmission antennas are prohibited.
3. (a) No resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a limited common element or exclusive use area granted pursuant to the provisions of the Master Deed creating the Condominium.
- (b) A Reception Antenna shall not encroach on the air space of another owner's unit or limited common area or onto the general common areas. Rather, the Reception Antenna must be kept within the boundary of the limited common area. Limited common areas are a cube bounded at the lower limit by the described area (e.g. deck, patio, terrace, yard, etc.), at the sides by the vertical extension of the boundaries of the described area and at the top by the surface above.

The following are defined in the Master Deed as limited common areas and, subject to the foregoing, are permissible sites for Reception Antennas: the balconies and patios adjacent to the Units to which there is direct access from a given Unit. Should a resident believe other limited common areas exist which is a permissible site should contact the Board to discuss the same.

- (c) For purposes of this Rule, residents shall include owners, tenants, and/or lessees of units in the Condominium Association.
4. If a Reception Antenna is installed in a limited common area as defined in the Master Deed, such installation shall be subject to the following:
 - A. Reception Antenna shall be no larger than necessary for the reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite dishes be larger than one meter in diameter;

- B. Reception Antennas must be placed in areas that are shielded from view from outside the project or from other units to the extent possible; provided that nothing in this Rule shall require a Reception Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any exclusive use area. In no event may antennas be installed on roofs, lawns or other common areas. Residents must first attempt to install the antennas within the units. If an acceptable signal is not possible, residents must next attempt to install the antenna on their exclusive use balconies and/or patio area, preferably below the top level of the balconies and/or patio railing, as a second choice. Connections of wiring must be through a part of the building nearest the installation that is defined in the Master Deed as being part of the Unit, such as the frame or the glass of the nearest window or sliding glass door of the Unit, and may not be connected through general common areas, such as building walls. All wiring shall be run so as to be as inconspicuous as possible. If a resident wishes to run wiring through a common area such as an exterior wall, this must be in strict compliance with standards established by the Board to ensure the structural and watertight integrity of the Condominium.
- C. Reception Antennas and similar structures shall not be placed in areas where it blocks fire exits, walkways, ingress or egress from an area, including a Unit, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the Condominium. The purpose of this Rule is to permit evacuation of the units and project and to provide clear access for emergency personnel.
- D. Reception Antennas and similar structures shall not be placed within two (2) feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this Rule is to prevent injury or damage resulting from contact with the power lines.
- E. The Board may require Reception Antennas placed outside the building be painted to match, or be compatible with, the color of the building. If they do so they will publish a list of acceptable colors. Such painting will not be required if it interferes with reception. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view consistent with the requirements of Federal Communications Commission rules.
- F. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not materially damage the general common elements or the units, void any warranties of the Association or other owners, or impair the water tight integrity of the buildings.

- G. The residents who own or use the Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to (1) repair, maintain, remove and replace the Reception Antenna; (2) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna; (3) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (4) reimburse residents of the Association for damages caused by the installation, existence, or use of the Reception Antenna. If the installation is made by a contractor, evidence of insurance of the installation in satisfactory kinds and amounts shall be provided to the Association prior to the commencement of work, naming the Association as an additional named insured, all as set forth in Exhibit "A" attached hereto and incorporated herewith.
- H. Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the balcony, patio or ground provided that such is a limited common element. Otherwise, Reception Antennas shall be attached to a pole which is mounted in a weighted base of sufficient weight to prevent falling under anticipatable conditions. If a resident desires to attach a Reception Antenna to a wall, railing, fence, partition or other element which is part of the common areas and abuts/adjoins the limited common area where the Reception Antenna is to be placed, they must first obtain permission from the Board upon terms which ensure the structural and watertight integrity of the Condominium or adhere to standards published by the Board of this purpose, if such has been established.
- I. To the fullest extent permitted by the law, residents shall indemnify and hold harmless the Board, the Board's representatives, consultants, agents, attorneys and employees, unit owners, tenants, guests, and invitees, or any of them, from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees arising out of or resulting from the installation of any reception antenna contemplated hereunder.
- J. Notwithstanding any provision hereunder, the Board shall report, upon compliance by the resident of this Rule, the installation of any reception antenna to the Master Insurance Policy. Said resident shall thereafter be responsible for any increases in the insurance premiums as a result of any installation contemplated hereunder, and agrees to remit to the Trustees any monies due and owing as a result thereof within thirty (30) days of being assessed the same. Further, notwithstanding the provisions of the Condominium Documents, the cost in excess of available insurance proceeds of repairing or restoring any damage to the common areas and facilities or to any unit which is caused by any work contemplated hereunder by the resident

shall be charged solely to the resident.

- K. Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.
5. In the event of a violation of these Rules, the Association may bring an action for declaratory relief with the Federal Communications Commission ("FCC") or any Court having jurisdiction over the matter. If, for any reason, the FCC or Court determines that there has been a violation, a fine equivalent to the maximum allowed under the Condominium Documents shall be imposed. Notwithstanding the same, no attorney's fees shall be collected or assessed and no fines or other penalties shall accrue while a proceeding is pending to determine the validity of any restrictions. The resident shall have a period of twenty-one (21) days in which to comply with any adverse ruling by the FCC or Court, and during such period, neither a fine nor penalty may be collected, unless the Trustees demonstrate in the above proceeding which resulted in an adverse ruling to the resident, that the resident's claim and the proceeding was frivolous.
 6. Transmission Antennas other than as indicated in Paragraphs 1 and 2 hereunder are prohibited.
 7. A resident installing a Reception Antenna shall promptly notify the Board thereof on the form attached to these rules. If the work is to be performed by a licensed and insured contractor, said contractor shall provide detailed plans and specifications. Each said party shall provide the plans and specifications to the Association within seven (7) days of completion of the above installation, along with the form attached hereto as Exhibit "1".
 8. The resident is responsible for the immediate removal of the Reception Antenna if it must be removed for the repair, painting or maintenance of the area where it is installed. The Board shall attempt to provide reasonable notice of the need for such removal. If a resident fails to timely remove their Reception Antenna, the Board may do so at the resident's expense.
 9. The Board of Trustees may prohibit the installation of individual antennas when the Association installs a central antenna which provides unit owners and residents with the same service that individuals would request, as long as the signal quality received by the central antenna is at least as good as that received by an individual antenna, and that further, the cost of the central antenna to the individual resident, including the share of installation costs and subscriber's fees is not greater than the cost of the individual antenna installation, maintenance and use, and the requirement to use the central antenna does not unreasonably delay the reception of video programming. In the event that there are individual antennas installed prior to the installation of a central antenna system, the Board shall have the right to require the removal of said

individual antenna, so long as the Board compensates the unit owner and/or resident for the installation of the same. Notwithstanding the above, the unit owner and/or resident shall be required to pay to the Board of Trustees a cost determined by the Board to be said unit owner's and/or resident's share of the installation costs and subscribers fees, so long as the same are not greater than the cost of the individual antenna installation, maintenance, and use.

10. If any of these provisions are found to be invalid, the remainder of these Rules shall remain in full force and effect.
11. These Rules and Regulations may be amended from time to time as provided for in the Trust. The Board of Trustees shall have authority to enforce these regulations through the use of fines, legal action, etc..

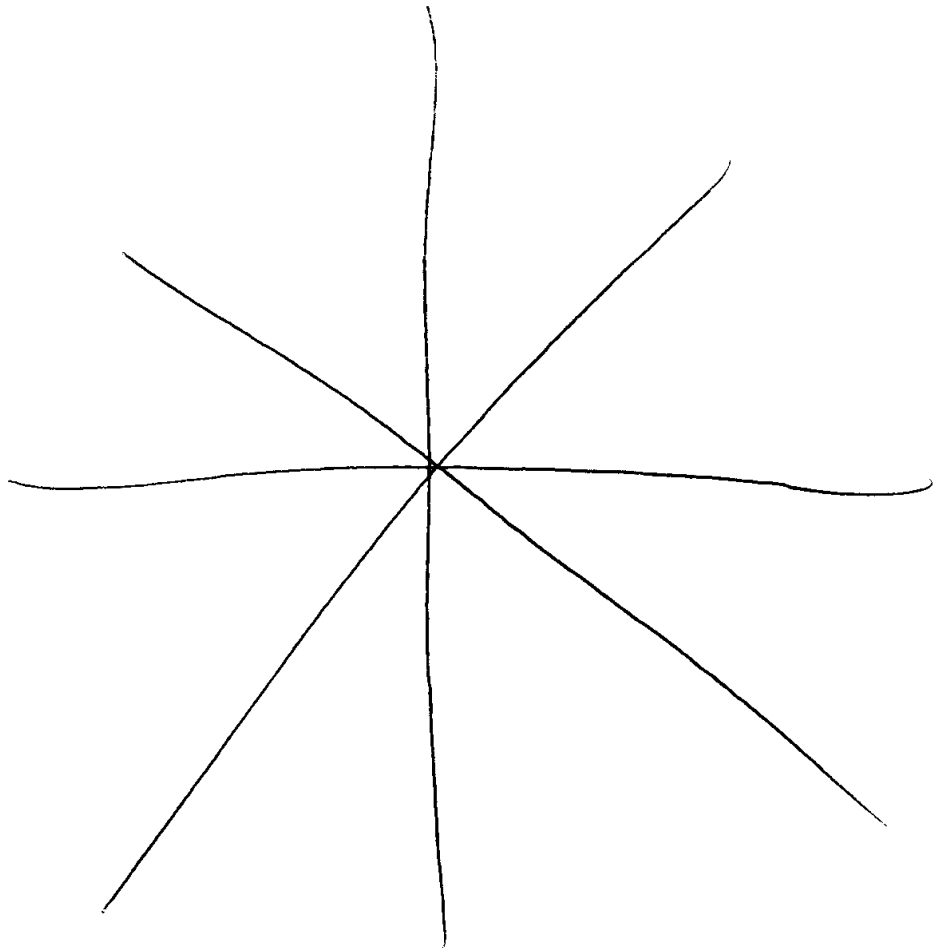


EXHIBIT "1"

NOTIFICATION FORM FOR THE INSTALLATION OF
DBS SATELLITE DISH, MMDS ANTENNA OR T.V. ANTENNA

NOTE: This form must be completed and returned within seven (7) days after the installation of any satellite dish/antenna

TO Board of Trustees
Graystone at Winchester Condominium Trust
c/o _____

FROM: Owner's Name: _____
Mailing Address: _____

Phone # (home): _____
Phone # (work): _____

Unit Address: _____

Type of satellite dish or antenna installed (check any that apply):

_____ DBS satellite dish one (1) meter or smaller (e.g., Primestar, Dish Network, Direct TV)
_____ MMDS antenna (wireless cable) one (1) meter or smaller (e.g., WANTV)
_____ Television antenna
_____ Other

Installation includes a mast: _____ No _____ Yes

If yes, insert total length or height of mast: _____ ft. (Note: mast may not exceed 12 ft.)

The installation of the dish or antenna was completed by the following licensed/insured contractor:

Name: _____
Address: _____
Phone #: _____
Insurance Agent: _____

A copy of the contractor's license and certificate of insurance naming the Graystone at Winchester Condominium Trust as an additional named insured is attached hereto and made a part hereof.

Describe on a separate sheet of paper and attach hereto, the exact location of the dish or antenna and attach a diagram or drawing of the exact location of the dish/antenna.

Does the location of the dish or antenna comply with the Trust's regulations?

_____ Yes _____ No

If no, state in detail the reason for noncompliance on a separate sheet of paper and attach hereto.

I acknowledge that I have read, understand, and have complied or will comply at all times with the Trust's regulation with respect to the installation of satellite dishes and antennas.

Signature: _____ Date: _____