

## 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 CONDOMINUM 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 1<sup>st</sup> and January 30<sup>th</sup> 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..

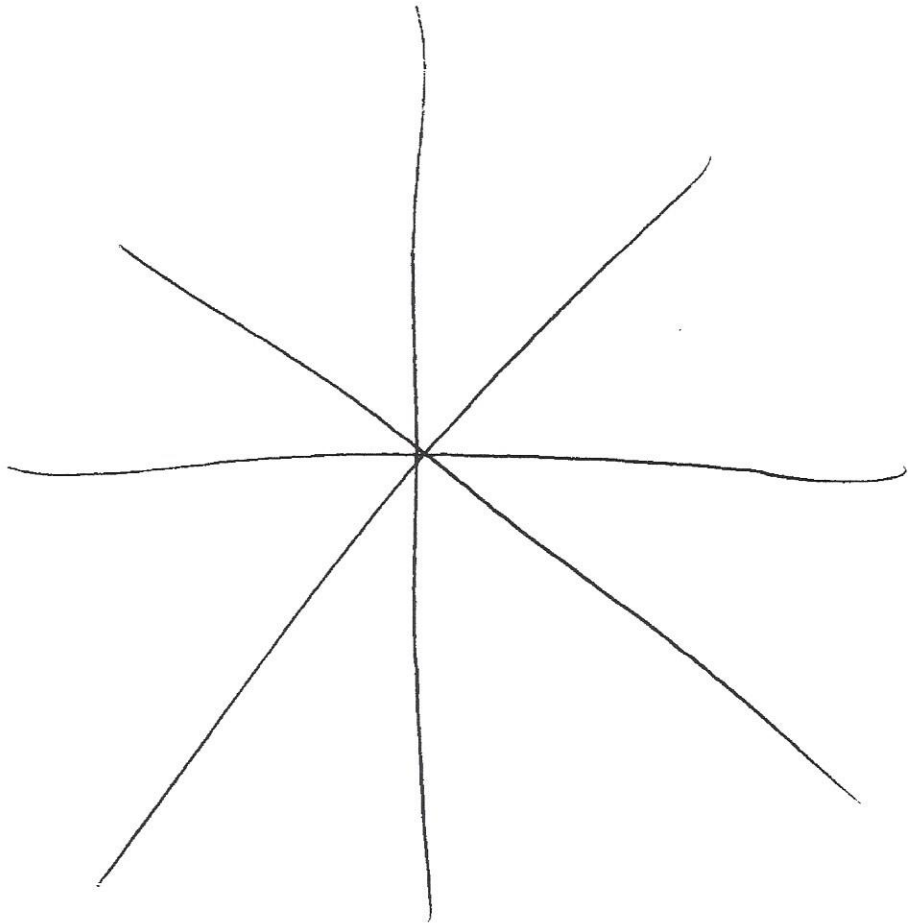




EXHIBIT "1"

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: \_\_\_\_\_