

SALISBURY WEST - RULES AND REGULATIONS

EFFECTIVE DATE: January 15, 1989

1. No part of the property shall be used for any purposes except housing and the common recreational purposes for which the property was designed. Each unit shall be used as a residence for a single family, its servants and guests. No portion or all of any unit may be used as a professional office for the regular servicing of clients whether or not accessory to a residential use.
2. The common elements shall be used only for their intended purposes and shall be kept free of obstructions and debris. Each unit owner shall be responsible for maintaining any exclusive common area appurtenant to his unit in good condition. Any work done by unit owners to any exclusive common area shall be done only by contractors approved by the Trustees. No part of the common elements shall be decorated, furnished, or altered in any manner without the prior written consent of the Trustees. Subject to the provisions of the Condominium Documents, no alterations may be made to any Unit which might adversely affect any common elements or the structural integrity of any building without the prior written consent of the Trustees.
3. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance of any of the buildings, or contents thereof without the prior written consent of the Trustees except as provided herein or in the Condominium Documents. No unit owner shall permit anything to be done, or kept in his unit, or in the common elements which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. All draperies, blinds or other window treatment must be fire resistant, in compliance with standards set by the New England Fire Insurance Rating Board, and subject to regulations by the Trustees from time to time.
4. Unit Owners shall not cause or permit anything (including without limitation clothes, sheets, blankets or laundry) to be hung or displayed on or apparent from the outside of windows or placed on the outside walls, balconies or doors of a building and no sign, awning, canopy, shutter or radio or television antenna (except for master antenna system) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window or balcony without the

prior consent of the Trustees. Nor shall anything be swept or thrown from any doors, windows or balconies.

5. No animal, reptiles or pets of any kind shall be raised, bred, kept or permitted in any Unit or in the Common Elements. Provided, however, that household pets may be kept in any Unit as long as the Unit Owner obtains the prior written approval of the Trustees with respect to each such household pet, it being understood (i) that such approval may be withheld by the Trustees in their sole discretion, (ii) that such approval may later be revoked by the Trustees at any time and for any reason, in their sole discretion. With respect to dogs the Trustees will not usually approve more than one (1) dog per Unit and will not usually approve any dog which is (or is expected at maturity to be) greater than eighteen (18) inches in height at the shoulder, provided, however, that the Trustees expressly reserve the right (without any obligation) to approve any particular dog in the Trustees' sole discretion, notwithstanding size, as long as they believe such dog to be of gentle disposition. With respect to cats the Trustees may not approve more than two (2) cats per Unit. In any event, pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium upon ten (10) days prior written notice from the Trustees. In no event shall any dog or other pet be permitted in any portion of the Common Elements unless carried or on a leash. Dogs shall be curbed only in the wooded areas of the Condominium Land. No dogs shall be curbed in any area adjacent to Condominium Buildings nor close to any patio, deck or the like. Unit Owners of pets permitted hereunder shall promptly pick up all waste and excrement on the Condominium Land for which such pets are responsible. The Trustees shall have the right to designate areas for the walking and curbing of pets. The Trustees shall have the right to levy fines against Unit Owners who violate any of the Rules and Regulations set forth herein, or whose pet causes any damage to or requires the clean-up of any Unit (other than the Unit of the owner of such pet) or the Common Elements or if it is offensive or causes or creates any nuisance or unreasonable disturbance or noise. Furthermore, the Unit Owner of any Unit in which a pet is maintained shall pay any legal fees incurred concerning such pet. The Unit Owner shall hold the Condominium Trust harmless from any claim resulting from any action of his or her pet. Seeing-eye dogs and hearing-ear dogs will be permitted for those persons holding certificates of necessity.

ALL PETS MUST BE REGISTERED WITH THE SALISBURY WEST PROPERTY MANAGEMENT OFFICE AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE PET BEING BROUGHT ONTO THE PREMISES.

A registration form must be submitted along with a photograph of said pet. Pets play a very special role for many people. We do not want to prevent residents from enjoying the benefits of the companionship and pleasure a dog or cat brings to their lives. Instead, what we want to emphasize is consideration of others and responsibility for your pet.

6. No noxious or offensive activity shall be carried on in any unit, or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in his unit between the hours of eleven (11:00 p.m.) o'clock p.m. and the following eight (8:00 a.m.) o'clock a.m. if the same shall disturb or annoy other occupants of any unit. All rooms except baths and kitchens must be carpeted in units above the first floors in the Low Rise Buildings, unless as otherwise permitted by the Trustees.
7. No charcoal cookers, hibachi, grill or any gasoline or other flammable liquids shall be ignited or used in the front or rear porch or on the balconies of any multi-family residential building. (Please refer to the City Ordinance Directive #85-47 passed by the City Council of Worcester on May 7, 1985. The Fire Prevention Bureau stated that electric grills are not identified specifically. This ordinance does not apply to Townhouses.)

For fire safety reasons, liquid propane gas grills may only be used on the ground level to the rear of any townhome and propane tanks may only be stored outside, on the ground level, when not in use.
8. No furniture may be kept on any decks or patios unless such furniture is white, tan, brown, gray or such other colors as the Trustees may from time to time approve. The Trustees shall have the right to regulate any furniture maintained outside of

any unit.

9. Each parking space on the Property is intended to be used for the parking of currently registered and licensed private passenger cars in operating condition belonging to unit occupants and their guests and invitees, and not for trucks, boats, trailers or other vehicles or items except with prior written permission of Trustees. No Unit Owner may change motor oil or perform other repairs to any vehicle anywhere on the Condominium premises and no vehicles may be washed anywhere on the Condominium property.
10. The speed limit on all Condominium Roads is ten (10 m.p.h.) miles per hour.
11. Any personal property of Unit Owners maintained in any unit or in any of the Common Elements shall be kept at the sole risk and responsibility of the Unit Owner. Any use of the Common Elements shall be at the sole risk and responsibility of each person using same.
12. In order to avoid the freezing of pipes, plumbing facilities and the like, all homes must be maintained at a minimum of 55 degrees Fahrenheit.
13. Rules of behavior for the swimming pool and pool area will be promulgated by the Trustees, and all Unit Owners and their families and guests must abide by such rules. Rules governing the amenities may be posted on-site at any recreational facility.
14. Any communication to the Trustees or their representatives shall be in writing. Any consent or approval given by the Trustees must be in writing, to be valid and may be amended, repealed or revoked by the Trustees at any future time.
15. No smoking in common areas of buildings.

SALISBURY WEST CONDOMINIUMRESOLUTIONANTENNA RESTRICTIONS

We, the undersigned, being a majority of the Board of Trustees of the Salisbury West Condominium Trust under Declaration of Trust recorded with the Worcester Registry of Deeds in Book 7234, Page 211, pursuant to Article VII, Section 8.8 of said Trust do hereby adopt the following resolution relating to antennas:

1. Definitions.

(a) 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, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure are 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 standards for radio frequency radiation. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas.

(b) Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a reception antenna.

2. (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 to the unit where the resident resides pursuant to the provisions of the Master Deed creating the condominium.

(b) A Reception Antenna which encroaches on the air space of another owner's unit or limited common area or onto the general common areas does not comply with this rule.

(c) Tenants must obtain the written permission of the owner before they may install a Reception Antenna on any limited common areas or exclusive use areas, as defined in the Master Deed as being within the owner's exclusive use or control.

3. If a Reception Antenna is installed in a limited common area or exclusive use area as defined in the Master Deed, such installation shall be subject to the following:

(a) Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.

(b) Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet in height must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

(c) 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 limited common area or exclusive use area. In no event may Reception Antennas be installed on roofs, lawns or other common areas.

11 First Realty Management Corp
200 Mountain St East 060
Worcester MA 01609

RECORDED 9 AM JUL 7 1997

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 Reception Antenna on their own exclusive use patio or deck. If an acceptable signal is not received in either of these two areas, then prior to installation on any other exclusive use area, if any, the resident must first provide the Board with written certification signed under the pains and penalties of perjury by a qualified antenna installer certifying that an acceptable quality signal cannot be received in the unit or patio and deck. Connections of wiring must be through the glass of the nearest window or sliding glass door of the unit owner and may not be connected through general common areas.

(d) Reception Antennas or similar structures shall not be placed in areas where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the project. The purpose of this rule is to permit evacuation of the units and project and to provide clear access for emergency personnel.

(e) Reception Antennas or similar structures shall not be placed within two 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.

(f) If Reception Antennas are allowed to be placed outside the building, they must be painted to match, or be compatible with, the color of the building. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view.

(g) Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that does not materially damage the general common elements or the units, void any warranties of the Association or other owners, or impair the watertight integrity of the buildings.

(h) The residents who own or use a Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna. Evidence of insurance of the installer 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.

(i) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the building or ground and shall have guy wires securing the device to the building or ground, but only if said building or ground area is a limited common element. Otherwise, guy wires and the like may not be attached to common areas and facilities.

(j) Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.

(k) No resident may install more than one (1) Reception Antenna or more than one (1) satellite dish.

4. Process and Procedure.

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. To the extent permitted by the FCC, the Association shall be entitled to fines, reasonable attorneys' fees and costs and expenses if the regulation is validated. In addition the Association may seek injunctive relief.

5. Transmission Antennas are prohibited.

6. At least five (5) days prior to the commencement of any installation, the resident shall provide a copy of the Notification Form attached hereto to the Board. All work must be performed by licensed and insured contractors. Said contractor shall also provide detailed plans and specifications prior to commencing the installation to the Board.

7. The resident is responsible for the immediate removal of the Reception Antenna if it must be removed in order for the Association to repair, paint or maintain the area where it is installed.

8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.

9. The Board may amend this Resolution from time to time as it deems necessary.

In all other respects the Rules and Regulations as hereby amended by the Resolution are hereby ratified and affirmed.

EXECUTED under seal this 2nd day of JULY, 1997.

Majority of the Board of Trustees
of the Salisbury West Condominium
Trust and not individually,

(C.E. Kylander
 (C.E. Kylander
 (Agnes E. Kull
 (Agnes E. Kull
 (Joseph R. Carter
 (Joseph R. Carter
 (Harvey Meyer
 (Harvey Meyer
 (Karl Briel
 (Karl Briel

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

7-2, 1997

Then personally appeared the above named C.E. KYLANDER, AGNES E. KULL, JOSEPH R. CARTER, HARVEY MEYER, and KARL BRIEL, as Trustees of the Salisbury West Condominium Trust, and not individually, and acknowledged the foregoing instrument to be their free act and deed, before me.

Nancy C. Picken
Notary Public
My Commission Expires:

My Commission Expires August 4, 2000

Jan

ATTEST: WORC. Anthony J. Vigliotti, Register