

EXHIBIT "B"
UNIVERSITY PARK LOFTS CONDOMINIUM TRUST
RULES AND REGULATIONS

These Rules and Regulations are adopted for the benefit of Owners of Units at the University Park Lofts Condominium (the "Condominium"). They are also intended to protect and enhance the value of all property at the Condominium. They are not designed to unduly interfere with, restrict, or burden the use of property.

All unit owners, residents and their respective guests, invitees, licensees and tenants are expected to abide by and fully cooperate with these Rules and Regulations, which are meant to supplement the provisions of the Master Deed and Condominium Trust for the Condominium.

1. GENERAL. Nothing shall be done or kept in any Unit, Limited Common Area or Common Area, which will increase the rate of insurance of the Condominium. No Unit Owner shall permit anything to be done, or kept which will result in the cancellation of insurance on the Condominium, or which would be in violation of any law. No waste shall be committed in the Limited Common Areas or Common Areas. No use shall be made of the Common Elements other than the uses permitted in the Master Deed, the Trust or by the Trustees.

2. ADDITIONS TO EXTERIOR OF THE BUILDING. Changes or fixtures affecting the appearance of the exterior of any Building, such as, without limitation, skylights, chimneys, decorations, awnings, signs, sun shades, air conditioning equipment, antennas, fans, gardens, or the like shall be made only with written consent of the Trustees of the Condominium Trust (the "Trustees").

No part of the Common Areas and Facilities of the Condominium shall be decorated or furnished by a Unit Owner or Tenant in any manner, nor shall the exterior surface of any entrance door to a Unit be painted or otherwise decorated in any manner, except with the prior written approval of the Trustees and in accordance with the provisions of the condominium documents.

3. NOISE. Owners, guests and lessees will be expected to reduce noise levels between 10:00 P.M. and 7:00 A.M. so that neighbors are not disturbed. At no time are musical instruments, radios, television or pets to be so loud as to become a nuisance.

4. OUTDOOR EQUIPMENT AND CHILDREN'S PLAYTHINGS. Lawn furniture, bicycles, children's wheeled vehicles and toys, recreation/athletic equipment of any type, sporting goods and other personal articles and equipment shall not be left or stored outside the Unit, except for appropriate seasonal use furniture, which when used outside, shall be maintained and located on the roof deck only and in such a fashion as to meet safety and aesthetic standards as established by the Trustees from time to time.

5. OUTDOOR GRILLS. The use of outdoor cooking grills within five (5) feet of a Unit is prohibited. Storage of any type of grill outside of the Unit is prohibited unless otherwise permitted by the City of Worcester and the Trustees.

6. CLOTHES LINES. No clothing, linens or similar materials shall be hung or otherwise left or placed in or on the Units, Common Areas, Limited Common Areas, and Facilities. No

such articles shall be placed in a Unit or Limited Common Areas so as to be exposed to public view.

7. STORAGE. There shall be no storing or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, trailers, tools, benches, chairs, or other items in any part of the Common Areas and Facilities.

8. FLAMMABLES STORAGE. No Unit Owner or occupant of any of his/her agents, lessees, or visitors shall at any time bring into or keep in his/her Unit or Common Areas any flammable, combustible or explosive fluid, material, chemical, or substance, except that such lighting and cleaning fluids are customary for residential use may be kept in Units.

9. IMPROVEMENTS TO COMMON ELEMENTS. Improvements to and landscaping of the Common Areas and Facilities shall be done only by the Trustees. No exterior landscape ornamentation is permitted.

10. IMPROPER USE OF COMMON ELEMENTS. There shall be no use of the Limited Common Areas or Common Areas and Facilities, which injures or scars them or the plantings thereon, increases the maintenance thereof, or causes embarrassment, disturbance or annoyance to the Owners in the enjoyment of the Condominium. There shall be no obstruction of the Common Areas and Facilities without the proper consent of the Board of Trustees except as expressly permitted in the Master Deed, in the Declaration of Trust or in these Rules and Regulations.

No unauthorized person, including Unit Owners, shall be permitted on the roof of the Condominium Buildings, other than those Unit Owners, their guests, licensees, invitees and tenants, holding a valid exclusive use easement for a specific designated roof deck as defined in that Unit Owner's unit deed recorded with the Worcester South Registry of Deeds.

There shall be no organized sports activities, or picnicking or fires, except in those areas, if any, which are approved for such use in writing by the Trustees. Under no circumstances may a fire of any kind (excluding barbecue grills) be lighted or maintained and under no circumstances may a person do or permit anything within the Condominium, which would be in violation of any regulation of the local Fire Department or fire law, ordinance, rule or regulation pertaining to the same, which now exists or is hereafter promulgated by any public authority.

11. DRIVEWAYS AND PARKING AREAS. Owners and their tenants shall be responsible to see that neither they nor their guests interfere with the right of other Owners and their tenants to the appropriate use of their respective designated parking areas. With the exception of changing a flat tire, or cleaning, washing and/or waxing a vehicle, no type of vehicle maintenance is permitted within the confines of the Condominium. Use of the parking spaces and/or driveways for purposed other than parking (e.g. storage of furniture, automotive repair, maintenance, furniture refinishing, etc.) is prohibited.

12. VEHICLES. Only cars and light trucks without signage are permitted to park overnight in the common parking, limited common area parking or driveway areas. Light trucks with signage shall be permitted to park overnight in the common and limited common parking areas subject to the terms of this Trust and the Master Deed.

No recreational vehicles (camper, boats, motor homes, snowmobile, motorcycles, etc.) or commercial vehicles will be allowed to park overnight except with the express written authorization of the Board of Trustees. When such permission is granted, the permitted vehicle

must be parked in the common parking area and shall not be used as living quarters. Notwithstanding the foregoing, duly registered motorcycles (with current license plates and inspection sticker) shall be permitted in the common and limited common parking areas consistent with the terms of this Trust and Master Deed.

All vehicles, including motorcycles, within the confines of the Condominium must be in operable condition and have current license plates and inspection sticker (if required). Any vehicle not in conformance with the above may be moved or removed by the Association, without notice and at the expense of the Owner.

Under no circumstances are vehicles permitted on other than designated paved area of the Condominium without the express written authorization of the Trustees or their Designated Agent. At no time shall the access area in front of a walkway be blocked by a parked vehicle. No vehicle shall be parked so as to block access to any roadway or parking area. No overnight parking on the roadway is allowed. Violation may result in a per occurrence fine imposed by the Trustees.

13. SNOW REMOVAL. During snow removal times, residents shall cooperate with the snow removal contractor by moving their vehicles when requested to do so. Vehicles may, from time to time, be ordered removed from the parking area and/or driveways to permit snow plowing. Owners of such vehicles shall promptly comply and remove their car from the parking area until the snow plowing is complete. The Trustees are authorized to impose a per occurrence fine for failure to do so.

14. SIGNS. Unit Owners may not display any signs, including without limitation "For Sale" or "For Rent" signs in front of their Units. The Owners of Units may not place window displays or advertising in windows of such Units, other than holiday displays.

15. ABUSE OF MECHANICAL SYSTEMS. The Trustees may charge to a Unit Owner any damage to the mechanical, electrical or other Building service system of the Condominium caused by such Unit Owner by misuse of those systems.

16. CAMPER, TRAILER, BOAT, ETC., STORAGE. No trucks or similar heavy duty vehicles, snowmobiles, boats, utility trailers, boat trailers and camping trailers will be allowed within Common or Limited Common Areas of the Condominium unless permission is first obtained in writing from the Trustees for the appropriate, temporary or permanent storage of such vehicles and equipment as designated by the Trustees. When such permission is granted, the vehicle shall not be used as living quarters.

17. OFFENSIVE ACTIVITIES. No Owner may use or maintain his/her Unit or the Common Area appurtenant thereto for any purpose or in any manner which is contrary to any applicable law, rule, regulation or requirement of any governmental authority, or for any purpose which would constitute a nuisance or be offensive.

No Unit Owner shall engage in or permit offensive activities or any noises by himself, his family, agents, visitors, lessees, nor do himself or permit anything to be done by such persons either willfully or negligently that:

- (i) may be or become an annoyance or nuisance to the other Unit Owners or occupants;
- (ii) will interfere with the rights, comforts, or conveniences of other Unit Owners or occupants;

- (iii) may or does cause damage to any other Unit or to the Common Areas and Facilities; or
- (iv) results in the removal of any article or things of value from any other Unit Owner's Unit or from the Common Areas and Facilities of the Condominium.

Any Unit Owner making or permitting such nuisance, interference, damage, or removal shall be responsible for the elimination of such damage or replacement of the item removed. The Trustees may assess to such Unit Owner these costs.

18. MOVING. Moving Companies or other furniture movers, including Unit Owner and/or Unit occupants shall neither move into Units or out of Units before 7:00 A.M. or after 10:00 P.M.

19. LITTERING. There will be no littering. Paper, cans, bottles, cigarette butts, and other trash is to be deposited only in trash containers and under no circumstances are such items to be dropped or left on the Common Areas.

20. TRASH DISPOSAL. All garbage, trash, cans and bottles must be bagged or wrapped. Trash is to be stored in plastic bags and placed in the designated trash refuse area(s) as determined by the Trustees. No trash shall be placed in Common Areas except for contained trash on days of trash pickup only. It shall be the Unit Owner's or occupant's responsibility to dispose of any trash articles too large to be disposed of by normal residential trash pickup.

21. STRUCTURAL INTEGRITY OF THE BUILDINGS. Nothing shall be done in any Common Areas or Facilities, which will impair the structural integrity or fire rating, of any Building or Building component, nor shall anything be done in or on said areas which would structurally change any Building, without prior written permission on each occasion by the Trustees and the issuance of a building permit.

22. WINDOW TREATMENTS. To preserve the visual aesthetics of the condominium complex as a whole, all window treatments, blinds or curtains must have a white or off-white lining which shall be visible from the exterior windows of the building. Under no circumstances will window treatments or blinds containing linings of any other color be permitted.

23. DAMAGE. Any damage to any Building, Common Area or Limited Common Area caused by a Unit Owner or occupant, his family, guests, agents, servants, employees, licensees or tenants shall be the responsibility of the Unit Owner.

24. SAFETY. Each Unit Owner assumes responsibility for his own safety and that of his family, guests and lessees.

25. PLUMBING. Each Unit Owner shall keep his/her Unit in a good state of preservation and cleanliness. Plumbing fixtures and apparatus shall not be used for any purpose other than for which they were constructed. The Unit Owner shall pay for any damage to the plumbing system of the Building resulting from such misuse.

26. KEYS AND LOCKS. Unit Owners may install their own locks, and if they do so, the Unit Owner shall provide the Trustees with an additional key pursuant to the Trustees right of access to the Unit. In the event the Trustees must make a forced entry because of failure by the Unit Owner to provide the key, the Unit Owner shall be responsible for any damages caused by the entry.

27. GUESTS. Owners will be held responsible for the actions of their guests. If occupancy by guests creates a nuisance to other Owners, the Trustees shall have the right to request that the guests leave. Responsibility for such supervision shall rest with any Owner who is the host of such guests.

28. COMPLAINTS. Complaints of violations of these Rules and Regulations should be made to the Trustees in writing. If the Trustees feel that the complaint is justified, they will take whatever action they deem necessary. The complainant will be notified, in writing, by the Trustees as to what action has been taken. Each Owner has the right to protect his/her interest in the event the Trustees choose not to take action on a complaint. The Trustees are not required to take any action upon receipt of a complaint.

29. AMENITIES. Only residents of the Condominium and their guests may use the condominium amenities appurtenant to Units in the Condominium.

30. VENDING, PEDDLING OR SOLICITATION. No person, including any Unit Owner, shall enter, or go through the Condominium for that purpose of canvassing the residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions for or distributing any handbill, pamphlet, circular, tract, book notice or advertising matter; provided, however, that such canvassing, ending, peddling, soliciting or distribution may be made with written consent of the Trustees. Notwithstanding the foregoing, nothing herein shall be construed as to limit Declarant, or its successors and/or assigns from engaging in such activities in connection with its sales, marketing and/or leasing activities.

31. AMENDMENT. These Rules and Regulations may be revised in any way at any time by the Trustees as conditions warrant, provided that a written communication is sent to each Owner advising he/she of the change.

32. DELEGATING OF POWERS. The Trustees shall have the authority and duty to enforce these Rules and Regulations, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.

33. ENFORCEMENT. The Trustees are authorized, in their sole discretion, to impose monetary fines or penalties for violation of these Rules and Regulations. Further, the Trustees have the right to relax or withhold enforcement of any rule or regulation for any or all residents, or which, under the circumstance, would be unfair or impractical to enforce.

34. RIGHT TO A HEARING. Any resident, Owner, guest or occupant aggrieved by any fine or penalty imposed by the Board of Trustees will be granted a hearing, provided that said resident requests a hearing in writing within ten (10) days of the grievance. Said hearing shall be held within twenty – one (21) days of receipt of the written request for hearing, and shall be conducted in a closed session. The party aggrieved, the Unit Owner and/or his/her representative, and the complainant are required to attend the hearing.