

THE ESTATES AT HARVARD HILLS CONDOMINIUM

RULES AND REGULATIONS

Pursuant to Article V, Section 5.1, subsection (xiii) of the Declaration of Trust of The Estates at Harvard Hills Condominium (the "Trust"), the following Rules and Regulations are hereby adopted by the Trustees of said Trust.

All terms used, but not defined, herein shall have the same meaning as set forth in said Trust or the Master Deed, as the case may be. These rules and regulations shall apply to all Unit Owners of Units, and their respective servants, employees, agents, licensees, invitees, visitors, guests, lessees and occupants; provided, however, that all such rules and regulations shall be subject to the rights and easements reserved by the Declarant in said Master Deed; and provided further, that such rules and regulations may be waived in specific instances by written instrument duly executed by the Trustees (which waiver may be subject to conditions or time limitations imposed by the Trustees in their sole discretion).

1. No Unit shall be used for any purpose other than residential housing for one family. Notwithstanding the foregoing, to the extent permitted by the applicable Rules of the Devens Enterprise Commission, a person residing in any Unit, may maintain therein a personal office for his professional and/or business use, provided that no employees or persons other than such resident of the Unit shall engage in any such activities in the Unit and no such office shall be advertised or held out or used as a place for service to clients, patients or customers;
2. No Unit may be occupied by more than two persons per bedroom plus one additional person;
3. Each outdoor parking space is intended to be used only by Unit Owners, the occupants of the Units and their guests and invitees and each such parking space is intended to be used for the parking of currently registered and licensed private passenger vehicles in operating condition, and not for commercial trucks or for boats, trailers or other vehicles or items, unless the prior written permission of the Trustees for such use has been obtained;
4. No Unit may be leased, rented or let unless upon a written agreement therefore in a form and content acceptable to the Trustees and for a term of no less than twelve months; and provided further that (1) a copy of said agreement is provided to the Trustees prior to the occupancy thereunder, and (2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto which the Trustees shall provide to the occupants upon such reasonable fee as they determine; (3) it shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek at the Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated pursuant thereto provided that the Trustees first give the Unit Owner notice of said violation and reasonable period to affect a cure; (4) the letting is for the entire Unit; (5) no subletting is permitted; and (6) in no event shall it be deemed that a landlord/tenant relationship exists between the Trust and the occupant;

5. In addition to the foregoing, at no time may more than forty percent (40%) of the Units, or such lower percentage as may be required by any so-called secondary mortgage market source, be leased at any one time. To ensure that this limitation is not exceeded, a Unit Owner who intends to lease his Unit shall first seek the consent of the Trustees to rent, whereupon the Trustees will notify the Unit Owner if this limitation has been met. In such event, the Unit Owner shall not seek to or let the Unit. If this limit has not been met, permission shall be granted for a one-year period. Should the Unit Owner who has received permission desire to relet the Unit, he shall again seek the consent of the Trustees. All such requests shall be granted upon a first come/first serve basis; provided, however, that the Trustees shall endeavor to ensure that all Unit Owners who so desire are granted an opportunity to rent their Unit with the aforesaid limitation for which purpose they may establish Rules and Regulations;
6. In such event as during the course of occupancy of a tenant demonstrates a disregard for the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations, the Trustees shall so notify the Unit Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term.

The foregoing rule shall not apply to the Declarant or to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale or proceeding in lieu of foreclosure.

7. The architectural integrity of the Building(s) and the Units shall be preserved and to that end: no balcony, porch, garden or yard enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, or placed upon or attached to or hung from any Unit, or any part thereof, on the Building(s) or upon any other Common Element; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, including the display of "For Sale", "For Rent" or other signage, without, in each instance, the express consent thereto in writing by the Trustees. Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate his Unit as he should so determine; provided, however, that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Building, the Unit Owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate such detraction, and further provided that all window treatments shall have white exterior facing surfaces. Further, such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non-structural, wall or partition, nor change the use and/or designation of any room within his/her/their Unit; provided, however, that such shall not adversely affect the structural integrity of the Building(s) nor overload the Building(s) systems and provided further, that (1) reasonable advance notice thereof is given to the Trustees; (2) all reasonable and necessary documents in amendment of the Master Deed and all plans to be filed therewith are provided in advance to the satisfaction of the Trustees, such amendment requiring no consents other than the Trustees'; (3) all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities; and (4) all conditions as may be reasonably imposed by the Trustees are satisfied. Any such work shall be further subject to the applicable legal requirements as set forth in Article II, Section 2.1.bb of the Land Disposition Agreement made

and entered into between the Massachusetts Development Finance Agency and the Declarant dated June 30, 2000, recorded with the Worcester County Worcester District Registry of Deeds in Book 22769, Page 110, and with the Middlesex County Southern District Registry of Deeds in Book 31583, Page 559 ("the Land Disposition Agreement") and shall require the written approval of the Massachusetts Development Finance Agency;


8. Customary household pets may be kept in any Unit pursuant to the restrictions and regulations contained in the Declaration of Trust and/or Rules and Regulations promulgated thereunder; provided, however, (1) that no such pets are raised or bred for commercial and/or remunerative purposes, (2) are in no greater number than the Trustees may allow so as to maintain appropriate peaceful enjoyment of the Condominium by all residents thereat, (3) are not of a breed determined by the Board of Trustees to exhibit vicious tendencies, (4) in compliance with all applicable governmental laws, ordinances, rules and regulations, and (5) such that said pets do not create a nuisance as the Trustees may in their reasonable discretion determine;
9. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the applicable Rules and Regulations promulgated pursuant thereto, or Chapter 183A, and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units;
10. No Unit shall be maintained at an ambient temperature of less than fifty-five degrees (55°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Building(s);
11. No nuisance shall be allowed in or upon the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents;
12. No unlawful, improper, or offensive use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein;
13. No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units;
14. No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the Limited Common Elements to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose. No public hall, corridor, vestibule, passageway or stairway shall be used for any purpose other than normal transit there through or such other purposes as the Trustees may designate; and

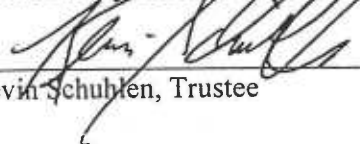
15. No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole.

The foregoing Rules and Regulations shall be for the benefit of the Unit Owners, occupants and the Trustees, and may be administered on behalf of the Unit Owners and occupants by the Trustees. These Rules and Regulations shall, insofar as permitted by law, be perpetual, and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner, or person occupying a Unit, to comply with said Rules and Regulations will give rise to a cause of action in the Trustees, and any aggrieved Unit Owner, for the recovery of damages, or for injunctive relief, or both.

The foregoing Rules and Regulations are hereby adopted by the written consent of the Trustees of The Estates at Harvard Hills Condominium, as of the 22nd day of June, 2001.

**THE ESTATES AT HARVARD HILLS
CONDOMINIUM**

By 
Fred Anthony, Trustee

By 
Kevin Schuhlen, Trustee