

## EXHIBIT B RULES AND REGULATIONS

It is further agreed that the following Rules and Regulations are adopted by the Board under the powers granted by the Declaration, and Unit Owner agrees that it and its agents, servants, employees, invitees, licensees, visitors and/or any other persons entering Dakota Ridge Commons under the express or implied invitation of Unit Owner or any others permitted by Unit Owner to occupy or enter the Building and Premises, collectively referred to herein as Unit Owner's Associates, will at all times abide by said Rules and Regulations, to wit:

1. Unit Owner shall insure that all entry doors of the Premises are closed and locked and observe strict care and caution that all water faucets and apparatus are entirely shut off before Unit Owner or Unit Owner's Associates leave the Building. All interior lighting shall likewise be shut off, with the exception of emergency or exit lighting. All expenses, damages or injuries resulting from the violation of this rule or failure to maintain the premises shall be born by the Unit Owner who, or whose Unit Owner's Associates are found to be negligent under this rule.

2. The sidewalks, entries, corridors, stairways, and elevators of the Building and/or Common Areas shall be kept clear of debris and trash and not be obstructed by Unit Owner or Unit Owner's Associates, or used for storage or any purpose other than ingress and egress to and from the Premises. No furniture shall be placed in, on, or about the exterior or common areas of the Building or in any lobby or corridor or used for storage or as a waiting or lounging place by Unit Owner or Unit Owner's Associates, without the prior written consent of Association. Association shall have the right to remove all non-permitted items, without notice to Unit Owner, at the expense of Unit Owner.

3. The landscaped grounds and common areas adjacent to the Building shall be used for the non-commercial enjoyment of Unit Owner and Unit Owner's Associates without restriction, so long as such parties conduct themselves in a manner so as not to disturb, destroy, or litter said grounds and common areas. All parties using the grounds and common areas shall comply with all laws and ordinances of federal, state and local authorities and these Rules and Regulations.

4. Furniture, equipment, or supplies will be moved in or out of the Building only during such hours and in such manner as may be reasonable and does not interfere with other owners. All damage done to the Building or its equipment by Unit Owner or it's jobbers during the delivery or removal of such items, or by reason of their presence in the Building, shall be paid for upon demand, to the Association, by the Unit Owner, through or under whom the damage was done. There shall not be used in any space or in the common halls of the Building, either by Unit Owner or by jobbers or others in the delivery or receipt of merchandise, any hand-trucks, except those equipped with rubber tires.

5. No safe or article, the weight of which may reasonably be expected to constitute a hazard or damage to the Building or its equipment, shall be moved into the Premises. Safes or other equipment, the weight of which is not excessive, shall be moved into, from, or about the Building only during such hours and in such manner as set forth in item 4 above.

6. Unit Owner shall not do or permit anything to be done in the Premises or bring or keep anything therein which would in any way increase the rate of hazard or liability insurance on the Building or on personal property kept therein, constitute a nuisance or waste, obstruct or interfere with the rights of other Unit Owners or in any way injure or annoy other Unit Owners, or conflict with the laws relating to fire safety or with any regulations of the fire department, fire insurance underwriters or with any insurance policy upon the Building or any part thereof, or conflict with any of the rules or ordinances of the department of health in the jurisdiction where the Building is located.

7. Canvassing, soliciting, peddling, distribution of hand bills or other written material in or about the Building and Common Areas is prohibited. Unit Owner shall cooperate with Association in prevention and elimination of same.

8. The Association shall be in no way responsible to Unit Owner for any loss of property from the Premises, however occurring, or for any damage done to Unit Owner's furniture or equipment by any janitor or any of the janitor's staff, whether hired by the Association or by the Owner, or by any other person or persons whomsoever. No Unit Owner shall cause any unnecessary labor by reason of such Unit Owner's carelessness or indifference in the preservation of good order and cleanliness of the Premises. In the event Unit Owner must dispose of crates, boxes, etc., which will not reasonably fit into waste receptacles, it will be the responsibility of Unit Owner, at Unit Owner's expense, to dispose of same. No trash may be placed in the common areas of the Building, except in designated receptacles.

9. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than for those for which they were constructed or intended. No clogging objects or damaging substances and no sweepings, rubbish, chemicals or other inappropriate or unsuitable substances or objects shall be thrown, placed or disposed of therein. Water shall not be wasted by tying back or wedging the faucets in any other manner. All costs of any flooding damages, breakage or stoppage resulting from the violation of this rule shall be born by the Unit Owner who, or who's Unit Owner's Associates are found to be negligent under this rule.

10. Unit Owner and Unit Owner's Associates shall not disturb other Unit Owners of the Building, Premises or adjoining buildings by the use of any radio, sound equipment, or musical instrument or by the making of loud or improper noises. Unit Owner shall not permit the operation of any musical or sound producing instruments or devices which may be heard outside the Premises, Building or parking facility, or which may emit electrical waves which will impair radio or television broadcast or reception from or into the Building.

11. Except as permitted by Association, Unit Owner shall not mark upon, paint signs upon, cut or drill into, drive nails or screws into, or in any way deface the walls, ceilings, partitions or floors of the Premises or of the Building. Any defacement, damage or injury caused by Unit Owner or Unit Owner's Associates, shall be paid for by Unit Owner.

12. No sign, advertisement, or notice shall be inscribed, painted or affixed on any part of the inside or outside of the Building unless of such color, size and style and in such place upon or in the Building as shall be first designated by Association in writing, but there shall be no obligation or duty on Association to allow any sign, advertisement or notice to be inscribed, painted or affixed on any part of the inside or outside of the Building. A directory in a conspicuous place, with names of Unit Owners, not to exceed one (1) name per one thousand (1,000) square feet of space contained in the respective premises, will be provided by Association. Any revision in the directory will be made by Association at Unit Owner's expense within a reasonable time after notice from Unit Owner, in writing, of the specifications of the revision.

Association shall have the right to remove all non-permitted signs, without notice to Unit Owner, at the expense of Unit Owner.

No signs shall be illuminated or contain moving parts or displays.

All signs placed inside a unit, visible from the outside, shall be no more than 24" wide and 30 " tall.

Each unit may erect and maintain an identification sign the same size and style as originally provided by the declarant, being a laser-engraved, stone slab with the name and address of the occupant(s).

All temporary For Sale and For Lease signs must be submitted for the prior review and approval of the Board of Directors as to size, location and duration.

13. Unit Owner shall not allow anything to be placed on the outside of the Building without the prior approval of the Board of Directors being first obtained, nor shall anything be thrown by Unit Owner or Unit Owner's Associates out of the windows or doors, or down the corridors, elevator shafts, or ventilating ducts or shafts of the Building.

14. Unit Owner agrees to abide by Association's Rules and Regulations, with respect to maintaining curtains, draperies, and linings or blinds at all windows and hallways. The walls, partitions, skylight, windows, doors and transoms that reflect or admit light into passageways or into any other common element of the Building shall not be covered or obstructed by Unit Owner.

15. Prior written approval from the Board is required before a Unit Owner or Unit Owner's Associates is to go upon the roof of the Building, install any radio or television antennae or any other device or item on the roof, exterior walls, windows or window sills of the Building, or place objects against glass partitions, doors or windows that may be deemed unsightly from the interior or exterior of the Building or that which may potentially void warranties will be declined. In the event that the Board does approve any of the above, Unit Owner shall be responsible for any and all expenses arising from repairs, maintenance or voided warranties.

16. All Telephone, Data, Fax & Wireless Services are the sole responsibility of the Unit Owner. Association is responsible only for providing basic service to the building point of presence (POP) or building demarcation point, commonly referred to as the building main telephone closet. Unit Owner is responsible for all costs relating to wiring, labor, maintenance, service, equipment repairs, engineering, jacks, and all other related expenses, etc. from the POP to the Unit Owner's space. All Unit Owner phone equipment must be placed within Unit Owner's space with the exception of necessary communications box for a phone system and other similar systems which may have associated cabling through common areas (i.e. walls, ceilings, sub floors) to the unit are allowed provided they are not unsightly and repairs are made to any effected areas to return the space to its previously finished state.

17. Unit Owner shall not install or operate any steam or gas engine or boiler, or carry on any mechanical business in the Premises. Unit Owner shall not store or use oil, gas and inflammable or explosive liquids, gases or substances for heating, lighting, or any other purpose expressly prohibited. Explosives, articles or substances deemed hazardous or offensively odoriferous, shall not be brought into the Building. The term ("Hazardous Substances") shall mean: (a) Hazardous Substances as defined in the 'Comprehensive Environmental Response, Compensation and Liability Act', as from time to time amended, (b) or, "PCBs" as defined in 40 C.F.R. 761, et. seq. and 'TCDD' as defined in 40 C.F.R. 775, et. seq., or, in either case, analogous regulations promulgated under the 'Toxic Substances Control Act', from time to time amended, (c) 'asbestos' as defined in '29 C.F.R. 1910.1001', et. seq., or analogous regulations promulgated under the 'Occupational Health and Safety Act of 1970', as from time to time amended, (d) oil and petroleum based products; (e) 'hazardous wastes' as defined in 'Resource Conservation and Recovery Act', as from time to time amended; and (f) any other substances identified as hazardous or toxic or otherwise regulated under any of said statutes or regulations or under any other federal, state or local laws or regulations. Unit Owner covenants with Association to generate and store hazardous substances (as defined above) at the Premises only in amounts as are incident to and necessary for the normal operation of Unit Owner's business as permitted by the declarations, to comply with all obligations imposed by applicable law upon the generation, storage and disposal of hazardous substances, to prohibit any generation, storage or disposal of hazardous substances at the Premises except as permitted above, to deliver promptly to Association true and complete copies of all notices received by Unit Owner from any governmental authority with respect to the generation, storage or disposal by Unit Owner of hazardous substances, to notify Association of any spills or accidents involving a hazardous substance and to permit reasonable entry onto the Premises by Association for verification of Unit Owner's compliance with this covenant. . Unit Owner also agrees to indemnify and defend Association with legal counsel (reasonably acceptable to Association) from and against any costs, fees or expenses (including, without limitation, clean-up expenses, third party claims and environmental impairment expenses and reasonable attorneys' fees and expenses) incurred by Association in connection with Unit Owner's generation, storage or disposal of hazardous substances. This indemnification by Unit Owner shall survive termination or expiration of the declarations or a sale of the Owner's Unit to another party.

18. Smoking is not permitted in the Building, at its entrances, doorways or grounds except in the area(s) designated by Association.

19. Any cooking done or permitted by Unit Owner on Premises, shall be done with Underwriter's Laboratory approved equipment. Cooking coffee, tea and similar beverages for the use by Unit Owner and the use of similarly approved cooking equipment or microwave ovens shall be permitted, provided that such cooking produces no offensive odors, in the sole determination of Association.

20. Premises shall not be used for lodging or for any improper, objectionable or immoral purpose. The Property Management company will bring such issues to the attention of the Board for guidance and the purpose of establishing procedures in these circumstances. Any conduct which may be deemed illegal may be reported directly to law enforcement without notice to Unit Owner(s) or tenants.

21. Animals shall be allowed temporarily in the Building only in Owner's Unit and shall not be kept for extended periods on the Premises. Unit Owners are responsible for their animals while on the Premises or Buildings common areas. "Animals" shall be defined as household pets, guide dogs and the like, but not animals kept for commerce.

22. Should Premises or Building become infested with vermin, as a result of Unit Owner's activities, Unit Owner, at its sole cost and expense, shall cause the Premises and/or Building to be exterminated from time to time to the satisfaction of Association and shall employ such exterminators as shall be approved by Association.

23. Unit Owner shall at all times comply with all Building security and life safety procedures as may from time to time be implemented by Association.

24. In Common Areas containing HVAC closets, as may be indicated on Condominium Maps, said closets shall be kept empty of Unit Owner's personal property and of any and all items whatsoever and in accordance with any and all governmental rules and regulations. Unit Owner agrees to cooperate fully to this end and in so doing shall; (a) agree that an easement is created on the Premises for the purpose of HVAC maintenance access to, in and around said HVAC closets, (b) and, assent to Association's right to lock said HVAC closets. If during the course of inspections, citations are issued for violations by Unit Owner or tenants, Unit Owner will be responsible for the cost to remedy and payment of any fines and/or fees. Furthermore, Unit Owner agrees to cooperate similarly to extend the ability to maintain, repair and renovate the buildings and interior spaces as necessary, but with respect to Unit Owner's or tenant's business operations.

25. Bicycles, motorcycles, or other vehicles shall not be permitted in the Building (except in Owner's Unit or designated areas), Premises or Building elevators and common areas. Obstruction of sidewalks or entrances of the Building by service vehicles shall not be permitted. Bicycles, motorcycles, or vehicles other than automobiles shall be permitted to park only in areas designated by Association. Board will review requests for a small bike rack inclusive of one or more Unit Owners acceptance of cost of rack and proper installation not to exceed a rack capable of

holding 2-4 bikes.

26. Parking is provided for the non-exclusive use of Unit Owners. Only passenger vehicles, light trucks and delivery vehicles are allowed in or on Building's parking areas. No overnight or extended parking is allowed without the written permission of the Association. Unit Owner agrees not to overburden the parking facilities and agrees that Association in its sole discretion shall determine whether parking facilities are becoming overburdened and, in such event, reserves the right to allocate specific parking spaces among Unit Owners or to take any other steps necessary to correct such condition. Association reserves the right to police the parking areas and have vehicles towed at their owner's expense. Association shall be entitled to charge the portion of the costs associated with reconfiguring the Building's parking areas to any Unit Owner or Unit Owners which Association shall reasonably determine to be overburdening the Building's parking areas, by failure of Unit Owner and to use the parking in compliance with the Lease and these Rules and Regulations. Association may, at its discretion, change the location and nature of the reserved and non-reserved parking spaces, if any, available to Unit Owners.

27. Unit Owner shall give Association prompt notice of all accidents to, or defects in, HVAC equipment, plumbing, electrical facilities, or any part or appurtenances of the Building or Premises, or common areas.

28. The Association reserves the right to make reasonable amendments, modifications, additions and deletions to the Rules and Regulations heretofore set forth, and to make additional reasonable Rules and Regulations, as in Association's sole judgment may from time to time be needed for the safety, care, cleanliness, and the preservation of good order of the Building Premises and Common Areas. Unit Owner agrees to comply with all such Rules and Regulations upon notice to Unit Owner from Association thereof. In the event of any breach of any Rules and Regulations herein set forth or any amendments modifications, or additions thereto, Association shall have all remedies in the Office Condo Declaration for Dakota Ridge Commons (OCD) provided for in the event of default by Unit Owner.

Adopted by the Board of Directors, Dakota Ridge Commons Owners Association on February 27, 2008.