

2650C

RULES AND REGULATIONS

FOR

BRICKYARD MEDICAL CONDOMINIUM ASSOCIATION

In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

1. The Common Areas, Limited Common Areas and Facilities shall be used only 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.

2. There shall be no obstruction of the Common Areas, Limited Common Areas and Facilities nor shall anything be stored in the Common Areas, Limited Common Areas and Facilities without the prior consent of the Board of Directors, except as herein or in the Declaration expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Declaration.

3. Nothing shall be done or kept in any Unit or in the Common Areas, Limited Common Areas and Facilities which will increase the rate of insurance of the Condominium, or contents thereof, applicable for commercial or industrial use, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Areas, Limited Common Areas and Facilities which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas, Limited Common Areas and Facilities.

4. Except for air conditioning units, Unit Owners shall not cause or permit anything to be hung or displayed outside of windows or placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior consent of the Board of Directors.

5. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Provisions of law, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit Owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

6. Nothing shall be done in any Unit or in, on or to the Common Areas, Limited Common Areas and Facilities which will impair the structural integrity of the Buildings.

7. "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any part of the Condominium or in any Unit therein without the prior written approval of the Board of Directors, except for such signs as may be posted by Brickyard Medical Condominium Association for promotional or marketing purposes. The foregoing provisions of this paragraph shall not apply to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

8. The agents of the Board of Directors or the managing agent, and any contractor or workman authorized by the Board of Directors or the managing agent, may enter any room or Unit in the Buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit and for the purpose of taking such measures as may be necessary to protect the integrity of the Property including but not limited to the control or extermination of vermin, insects, or other pests or to insure the safe operation of all chimneys.

9. The use of the Units and of the Common Areas, Limited Common Areas and Facilities, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Directors nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefor.

10. Each Unit Owner assumes responsibility for his own safety and that of its guests, agents, employees, licensees and lessees.

11. No construction, alteration, remodeling, nor any change of use in any of the Common Areas, Limited Common Areas and Facilities shall be made by any Unit Owner without written application to the Board of Directors and the written approval of the Directors. Such request shall specify the nature and scope of the work in sufficient detail so as to permit the Directors to determine the impact, if any, of such work on the Buildings, the use of the Building or the legal rights and obligations of the parties affected thereby. The private and/or exclusive use by any Unit Owner of any portion of any Common Areas and Facilities is specifically prohibited without the express written consent of the Board of Directors.

12. No construction, alteration, or remodeling work which affects the structure of the Buildings may be done by any Unit Owner in his Unit, except for emergency repairs, without at least

thirty (30) days prior written notice to the Directors. Such notice shall specify the nature and scope of the work on the Buildings. The Board of Directors shall approve construction, alteration, or remodeling which affects the Unit. The Board of Directors reserves the right to impose such conditions as they in their sole and unlimited discretion consider necessary or desirable in the interest of the comfort and convenience of any one or more Unit Owners who may be affected thereby.

13. In implementation of the right of the Directors to approve or disapprove, as the case may be, any request for approval of construction, alteration, remodeling or use of Units or Common Areas, Limited Common Areas and Facilities, the Directors shall have the right, at the expense of any Unit Owner making application to the Directors for approval, as aforesaid, to consult with an architect or contractor of their sole choice to obtain information, advice or suggestions; and during any such alterations, construction, alterations, or remodeling, the manager and/or superintendent shall have access to the Unit for the purpose of reviewing compliance with any conditions imposed by the Directors. All applications for approval of construction, alterations, or remodeling affecting Units or the Common Areas, Limited Common Areas and Facilities shall contain a time schedule of the proposed work so as to permit the Directors to give to other Unit Owners who may be inconvenienced by the proposed work, at least two (2) weeks notice prior to the meeting at which the Board of Directors shall consider and act upon the application or request of any Unit Owner.

14. The Board of Directors shall assign parking spaces to each unit. The parking spaces are more particularly shown on the "Parking Plan" on sheet \_\_\_ of \_\_\_ of the floor plans for the BRICKYARD MEDICAL CONDOMINIUM to be filed in the Essex Town Clerk's Office.

15. For so long as Essex Pediatrics Ltd. occupies Unit FS2, no other unit shall be used or occupied as a pediatric medical practice or other practice specializing in infant, adolescent or pre-adult medical services except as incidental thereto, unless written consent to such use or occupancy is obtained from the owner(s) of Unit FS2.

16. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Directors.

17. These Rules and Regulations may be amended from time to time by a majority of Unit Owners as provided in the Bylaws of Brickyard Medical Condominium Association.