

Section 8. Restrictions on Use of Units. Subject to the provisions of Section 19 of the Master Deed, in order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted and shall be in accordance with the following provisions:

A. The Units shall be used as single family, private residences only.

B. The Common Elements as well as the property and facilities of the Association shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the private residential uses and occupancies of Units and to the use of parking spaces accessible to such private residential uses.

C. No nuisances shall be maintained by any Unit Owner, nor shall any use or practice be allowed by any owner which interferes with the peaceful possession or proper use of the Units or Common Elements by Unit Owners. For purposes of this subparagraph, the term "nuisance" shall include but shall not be limited to barbecuing on the sundecks or balconies, hanging clothes, rugs, draperies, and other similar items on terraces, balconies, or sundecks or other activities which may interfere with the peaceful possession or proper use of the Units or Common Elements by the Unit Owner.

D. No unlawful use shall be made of any Unit or part thereof or of any of the Common Elements, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be of service. Specific reference is made to ordinances or regulations limited to the number of occupants that may reside in a Unit. Said occupancy limitation regulations shall be strictly enforced. Violations of laws, rules, orders, regulations, or requirements of any governmental agency having jurisdiction thereof shall be cured and complied with, by and at the sole expense of the Unit Owners of the Association, whichever shall have the responsibility therefore.

E. No portion of a Unit (other than the entire Unit) may be rented and no transient tenants may be accommodated therein.

F. No external or visible radio, television, or any type of communication aerial shall be installed or affixed on or about the exterior of any building constructed or erected on the property or elsewhere on such property.

G. No window air-conditioning units will be permitted to be installed.

Section 9. Additions, Alterations, or Modifications. No members shall make or cause or permit to be made any structural additions, alterations, or improvements in or to his Unit (or elsewhere on the Condominium Property) without the prior written consent thereto of the Board of Trustees or impair any easement without the written consent thereto of the Board of Trustees or of the Unit Owner(s) for whose benefit such easement exists. For purposes of this Section (by way of example and not by way of limitation), any changes in location of interior walls, door locations, common wiring, piping, and duct work, and similar alterations shall constitute a structural alteration requiring the consent of the Board of Trustees. The rendering of consent by the Board of Trustees to a particular Unit Owner shall not relieve the Unit Owner of responsibility for acts of negligence or damage caused the Association or to the property of other Unit Owners as a result of the alterations. In the event there be damage caused by another Unit, said aggrieved Unit Owner shall not have the responsibility of enforcing its rights against the other Unit Owner who has caused the damage. Instead, he shall have the right to have the remedial work damage repaired by the Association. In such case, the Association shall bear the responsibility of enforcing collection for the cost of damages, etc. from the Unit Owner making the alterations and causing the damage. The provisions of this Section shall not apply to Units owned by the Sponsor until such Unit shall have been initially sold by the Sponsor and title transferred to the Unit Owner.

In the event request is made by any Unit Owner to add alter or modify his unit in accordance with the above, the Board of Trustees shall respond to same with forty-five (45) days of said request. If no response is made by the Board of Trustees within said timeframe, the failure to respond by the Board of Trustees shall be construed as approval and thereafter the Unit Owner shall be permitted to make the requested addition, alteration or modification.

Section 10. Use of Common Elements and Facilities.

A. A Unit Owner shall not place or cause to be placed in or on the Common Elements, other than in the areas designated as storage areas, if any, any furniture, packages, or objects of any kind.

B. Unit Owners shall require their tradesmen to utilize exclusively the areas designated by the Association for transporting or delivering packages, merchandise, or any other objects which may affect the comfort or well being of Units Owners, residents and guests.

Section 11. Rights of Access. A Unit Owner shall grant a right of access to his Unit to the Association or any person authorized by the Association for the purpose of making inspections or for the purpose of correcting any condition originating in or affecting his Unit and threatening any Unit or Common Element, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Condominium Property, or to correct any conditions which violates the provisions or any mortgage covering another Unit; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. The cost of any such entry or repair shall be borne by the Unit Owner if the cause of the emergency is within the Unit of the Unit Owner, or the cost shall be borne by the Association in the event the cause for the emergency emanates from a Common Element or Limited Common Element. To perfect such rights of entry as thereinabove set forth, each Unit Owner shall be required to deposit a set of keys to said Unit with the Resident Manager or such other party designated by the Board of Trustees.

Section 12. Additions, Alterations, or Improvements by Association. The Association shall have the right to make or cause to be made alterations and improvements to the Common Elements (which do not adversely prejudice the right of any Unit Owner unless his written consent thereto had been obtained) provided the making of such alterations and improvements is first authorized by the Board of Trustees of the Association and approved by not less than a majority of the Board of Trustees. The costs of such alterations and improvements shall be assessed as Common Expenses unless in the judgment of not less than seventy-five (75%) percent of the Board of Trustees, the same are exclusively or substantially for the benefit of the Unit owners requesting the same, in which case such requesting Owners shall be assessed therefore in such proportion as they approve jointly, and, filing such approval, in such proportions as may be determined by the Board of Trustees.

Section 13. Rules of Conduct. Subject to the approval of Sponsor (until Sponsor ceases to be the owner of any Unit) and subject to the right of a majority vote of Unit Owners as defined hereinabove to change any such rules as provided in N.J.S.A. 46:88B-14(c), rules and regulations concerning the use of Units and the Common Elements may be promulgated, amended, and enforced by the Board of Trustees. Said Board shall have specific authority to make and enforce compliance with such reasonable rules and regulations relative to the operation, use, and occupancy of the Units, the Common Elements, and other Condominium Property, including the right to exclusively decide upon the appropriate mode of parking upon the General Common Elements, whether same be exclusively on a valet basis, or otherwise, and to exclusively regulate the operation and management of the Association-owned recreation facilities and to amend same from time to time as the Board shall deem necessary and appropriate, which rules and regulations when approved by appropriate resolution shall be binding on the Unit Owners and tenants and occupants of the Units. Copies of such rules and regulations shall be furnished by the Association to each Unit Owner and shall be binding upon all Unit Owners, occupants of Units, and other users of the premises.

Section 14. Maintenance by Association. The Association will be responsible for the maintenance, repair and improvement of the Common Elements including roadways, walkways, planted areas, landscaped areas, exterior lighting facilities, and garden areas. The Association will mow all the lawns in the front and rear of the buildings which compose the Condominium Project and shall keep the sidewalks and streets clear of snow; however, the owners and occupants of the units shall remove the snow from their driveways, service walks, porches and steps.

ARTICLE X

COMPLIANCE WITH BY-LAWS AND MASTER DEED

Section 1. Penalties. These By-Laws, the rules and regulations adopted pursuant hereto, all future amendments hereof and thereof, and the covenants and restrictions in the Master Deed shall be strictly complied with by each Unit Owner. Failure to comply with any of the same shall entitle the Association to bring suit to recover monies due or for damages and/or injunctive relief or both against the offending Unit Owner. If suit has been instituted by the Association and the Unit Owner has been found by the Court to have committed the violation complained of, the Unit Owner shall reimburse the Association for reasonable attorney's fees and costs as may be permitted by the Court. Nothing herein shall be deemed to preclude any unit Owner from bringing action for relief against another Unit Owner or Unit Owners or the Association for a violation which affects such aggrieved Unit Owners occupancy or other rights.