

USE OF COMMON PROPERTIES

The Common Properties may be used and enjoyed as follows:

8.01 Restrictive Actions by Members. No Member shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Declarant and/or the Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.

8.02 Damage to the Common Properties. Each Member shall be liable to the Declarant and/or the Association for any damage to any portion of the Common Properties caused by the negligence or willful misconduct of the Member or his family and guests.

8.03 Rules of the Board. All Members shall abide by any rules and regulations adopted by the Declarant and/or the Board. The Declarant and/or the Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Member determined to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees.

8.04 Use of Common Properties. Use of the Common Properties shall be limited to Members, their families and guests. With the exception of the regular business activities of Class B Members, the Declarant or the Association, no person or entity shall use any portion of the Common properties to:

(a) solicit, promote or conduct business, political or propaganda matters;

(b) distribute handbills, newsletters, flyers, circulars or other printed materials;

without the prior written consent of the Declarant and/or the Association (which consent may be withheld in its sole and absolute discretion).

