

*Excerpt from the Master Deed of Drum Point Village West, CAI (as amended). This is not a legal document. For the most current legal document, please refer to the Master Deed as recorded with the Clerk of Ocean County, State of New Jersey.*

13. RESTRICTIONS - The Condominium, including each of the Units therein, is subject to all covenants, restrictions and easements of record and to the following restrictions:

(a) No Unit, except those Units owned by the Sponsor and used by it as sales offices, administrative offices or models, shall be used for any purpose other than as a private residence.

~~(b) No clothes poles or lines or other such items shall be installed or maintained. No clothes or other hanging items, objects or devices, other than decorative items such as plants, shall be allowed to hang on or be attached to the exterior of any Building, including, but not limited to, railings, fences, balconies or porches. No clothes poles or lines or other such items shall be installed or maintained. No clothes or other hanging items, plants, decorations, objects or devices, shall be allowed to hang from, nor be attached to, the exterior of any Building, including, but not limited to, railings, soffits, siding, balconies or porches, except that Unit Owners or Tenants may attach one (1) decorative item to the front entrance door of the Unit, but not to the garage door of the Unit. Should a Unit Owner, Tenant, or occupant fail to comply with this portion of this paragraph, the Unit Owner shall be solely liable for any damage to the Buildings and/or siding.~~

(c) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or on the Property. Dogs, cats or other household pets are permitted. Excessive dog barking will result in fines to the Unit Owner, such fines to be established by the Board of Trustees.

(d) No tent, trailer, tractor, truck (commercial or unregistered), mobile home, or other temporary structure of any kind shall be regularly stored or housed or parked on the Property without the written consent of the Association, except that this restriction shall not apply to trucks and equipment stored on the Property by the Sponsor and /or the Association for use in maintaining the Property or any portion thereof.

(e) No portion of the Common Elements, Limited Common Elements or other portion of the Property shall be used or maintained for dumping of rubbish or debris or other unsightly materials. Trash, garbage or other waste shall be kept in in-ground sanitary containers on the Property for weekly or more frequent collection.

~~(f) No exterior loudspeaker other than as contained in portable radios or television sets shall be permitted. No unshielded floodlights shall be installed in any exterior area of any Unit, except Sponsor may install exterior floodlights for lighting Common Elements and Limited Common Elements. No exterior loudspeaker other than as contained in portable radios or television sets shall be permitted. No lights or floodlights shall be installed into any Building, nor in any exterior area of any Unit without the prior approval of the Association in accordance with Paragraph 13(r) herein.~~

(g) No sign of any kind shall be displayed on any Unit except for signs utilized by the Sponsor for directional, identification, traffic, sales or marketing purposes, without the prior approval of the Association in accordance with Paragraph 13(r) herein.

(h) No external or visible radio, television or any type of communication aerial or antenna for the exclusive of any Unit Owner shall be installed or affixed on or about the exterior of any Building constructed or erected on the Property without the written consent of the Association.

~~(i) No storage of any materials or personalty shall be permitted on patios, balconies, decks, Limited Common Elements, and Common Elements on the Property, except that on patios, balconies or decks, Unit Owners may maintain chairs, tables and barbeques for recreational use. Such chairs, tables and barbeques shall mean outdoor casual furniture intended for summer use. Barbeques when used must be a minimum of 5 feet away from the side of the Buildings and may be stored next to the Buildings when cooled. No placement nor storage of any materials or items of personalty shall be permitted on patios, balconies, decks, Limited Common Elements, and Common Elements on the Property without the prior approval of the Association, except where in accordance with paragraph 13(b) herein, and except:~~

i) On rear patios appurtenant to their Unit, Unit Owners or Tenants may maintain benches, chairs, and tables for recreational use. Such benches, chairs, and tables shall mean outdoor casual furniture intended for summer use; and

ii) On front walkways appurtenant to their Unit, Unit Owners or Tenants may maintain one (1) bench not to exceed six (6) feet in length nor four (4) feet in height, but such bench shall not be installed into any Limited Common Element or Common Elements; and

iii) On all Limited Common Elements appurtenant to the Unit, Unit Owners or Tenants may maintain an aggregate maximum of eight (8) flowerpots and/or planters, but such flowerpots and/or planters, along with their contents, shall not exceed five (5) feet in height. Such flowerpots and/or planters shall not be installed into nor be attached to the Limited Common Elements; and

iv) On rear patios appurtenant to their Unit, Unit Owners or Tenants may maintain a barbeque intended for recreational summer use, but such barbeque shall not be installed into any Limited Common Elements or Common Elements. When in use, barbeques must be kept a minimum of five (5) feet from the side of the Buildings, and may be stored closer to the Buildings only when cooled. Should a Unit Owner, Tenant, or occupant fail to comply with this portion of this paragraph, the Unit Owner shall be solely liable for any damage to the Buildings, including but not limited to melting, warpage or discoloration of the siding; and

v) Winter Holiday decorations and lighting may be displayed by Unit Owners or Tenants on the Common Elements and Limited Common Elements adjacent to the front of their Unit between the first Saturday following Thanksgiving Day and the last Saturday in January. Such decorations and lighting must not in any way be attached to nor damage the Buildings. Such holiday lighting may be attached to the shrubbery and landscaping adjacent to the front of the Unit in a manner that does not damage the shrubbery and landscaping. Such decorations and lighting must not be placed farther than ten (10) feet from the front exterior wall of the Buildings; and

vi) Easter and Passover decorations may be displayed by Unit Owners or Tenants on the Common Elements and Limited Common Elements adjacent to the front of their Unit no earlier than thirty (30) days prior to the regular observance of such holiday, and must

be removed no later than fourteen (14) days after the regular observance of such holiday. Such decorations must not in any way be attached to nor damage the Buildings. Such decorations must not be placed farther than ten (10) feet from the front exterior wall of the Buildings; and

vii) Halloween decorations may be displayed by Unit Owners or Tenants on the Common Elements and Limited Common Elements adjacent to the front of their Unit no earlier than October 1st and must be removed no later than the first Saturday following Thanksgiving Day. Such decorations must not in any way be attached to nor damage the Buildings. Such decorations must not be placed farther than ten (10) feet from the front exterior wall of the Buildings; and

viii) At the rear of the Unit, immediately adjacent to, and below, the Unit's Living Room window(s) [for the Cape May and Brighton Units, immediately adjacent to, and below, the Unit's Family Room window(s)], Unit Owners or Tenants may maintain a flower and/or vegetable garden. Such garden's bed shall be kept a minimum of two (2) feet from, and a maximum of six (6) feet from the Buildings. Such garden bed may not exceed six (6) feet in width or four (4) feet in depth. All planting materials and foliage must be kept from coming into contact with the Buildings. No plant within such garden shall exceed five (5) feet in height.

ix) On rear patios appurtenant to their Unit, Unit Owners or Tenants may maintain two additional decorative items not specifically described in Paragraph 13(i) herein. Such items shall not be attached to the Buildings, nor installed into any Limited Common Elements or Common Elements. Such items shall not exceed four (4) feet in height or any other dimension.

All items of personalty placed on any portion of the Common Elements or Limited Common Elements shall be placed in a manner that does not obstruct the view of any other Unit Owners or Tenants, and that also allows a clear path to any person or vehicle which might approach or enter the Limited Common Elements, Common Elements or Unit.

By placing any materials or items of personalty on any portion of the Common Elements or Limited Common Elements, the Unit Owner, Tenant or occupant does so at their own risk. The Unit Owner shall take all responsibility for and shall hold harmless and indemnify the Association from any liability arising from or attributable to the placement of any materials or items of personalty by the Unit Owner, Tenant, or occupant on any portion of the Common Elements or Limited Common Elements. Neither the Association, nor their employees, agents, and contractors shall be liable for damage to any materials or items of personalty placed by the Unit Owner, Tenant, or occupant on any portion of the Common Elements or Limited Common Elements.

(j) In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current, up-to-date roster of Unit Owners, the owner of a Unit shall give the Secretary of the Association timely notice of his intent to list his Unit for sale, and, upon closing of title shall forthwith notify such Secretary of the names and home addresses of the purchasers.

(k) ~~No Unit Owner or occupant shall build, plant or maintain any matter or thing upon, in, over and under the Common Elements, Limited Common Elements or any part of the Property without the prior consent of the Association, in accordance with Paragraph 13(r) herein.~~ No Unit Owner, Tenant, or occupant shall build, plant or maintain any matter or thing upon, in, over and under the Common Elements, Limited Common Elements or any part of the Property, except in accordance with paragraphs 13(b), 13(f) and 13(i) herein, without the prior consent of the Association, in accordance with Paragraph 13(r) herein.

(l) No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements, Limited Common Elements or any part of the Property.

(m) Unit Owners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any Building including, but not limited to, the installation of doors and storm windows, without the prior consent of the Association in accordance with Paragraph 13(r) here- in.

(n) To the extent that equipment, facilities and fixtures within any Unit(s) shall be connected to similar equipment, facilities and fixtures affecting or serving other Unit(s), Common Elements or Limited Common Elements, then the use thereof by the Unit Owners shall be subject to the By-Laws and the rules and regulations of the Association.

(o) Nothing shall be done or kept in any Unit or in or upon the Common Elements, Limited Common Elements or on the Property which will increase the rates of insurance of the Building(s) or the contents thereof beyond the rates applicable for Units, without the prior written consent of the Association. No Unit owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements on the Property which will result in the cancellation of insurance on any of the Buildings or the contents thereof, or which will be in violation of any law.

(p) No noxious or offensive activities shall be carried on, in or upon the Common Elements, Limited Common Elements or the Property or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Condominium.

(q) No immoral, improper, offensive or unlawful use shall be made of any Unit, and all valid laws, zoning ordinances or regulations of all governmental bodies having jurisdiction thereof shall be observed.

(r) Nothing shall be done to any Unit or on or in the Common Elements, Limited Common Elements or the Property which will impair the structural integrity of any Building or which will structurally change a Building or any of the Common Elements or Limited Common Elements. No Unit Owner (other than the Sponsor) may make any structural additions, alterations, or improvements in or to his Unit or in or to the Common Elements or Limited Common Elements, without the prior written approval of the Association or impair any easement without the prior written consent of the Association. Structural additions which require such approval prior to construction shall include, but shall not be limited to, decks, patios, sheds, storage buildings and screened in porches. Extension or removal of fences, if any, from their location as placed by Sponsor shall also require the prior written consent of the Association. The Board of Trustees of the Association shall have the obligation to answer any written request received by it from a Unit Owner for approval of a proposed structural addition, alteration or improvement in or to such

Unit Owner's Unit, Common Elements or Limited Common Elements within forty-five (45) days after receipt of such request, and failure to do so within the stipulated time shall constitute a denial of approval of the proposed structural addition, alteration or improvement. Any application to any municipal authority for a permit to make an alteration, addition or improvement in or to any Unit must be approved by the Association and, if approved, shall be executed by the Board of Trustees of the Association and may then be submitted by the Unit Owner. Such approval, however, shall not result in any liability on the part of the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Unit Owner shall furnish the Association with a copy of any such permit which he has procured. The provisions of this subparagraph (r) shall not apply to Units owned by the Sponsor until such Units have been initially sold and conveyed by the Sponsor.

(s) Draperies, blinds, curtains or other window coverings reasonably acceptable to the Association must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. These provisions shall not apply to the Sponsor. (t) The Common Elements and Limited Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.

~~(u) No Unit shall be rented by the owner thereof (except a lender in possession of such Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) for a period less than one (1) year or for transient or hotel purposes, which shall be defined as any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bell-boy service. No Unit Owner may lease less than an entire Unit. Other than the foregoing, Unit Owners, including Sponsor, shall have the right to lease the Unit(s) provided that said lease is in writing and made subject to all provisions of this Master Deed, the By-laws, the rules and regulations of the Association, and other documents referred to herein, including the right of amendment reserved to Sponsor herein, provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease, and provided a copy of said lease and any subsequent lease is delivered to the Association within 10 days of execution. Copies of all lease applications and similar information must be delivered to the Association along with a copy of said written lease. In the event a tenant of a Unit defaults under his lease by failure to comply with the provisions of this Master Deed, By-Laws or rules and regulations of the Association, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such default(s) and demand that the same be cured through the Unit Owner's efforts within fifteen (15) days after such notice. If such default(s) is not cured within said fifteen (15) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such default(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Common Expenses. By~~

~~acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this subparagraph (u).~~ Except as hereinafter provided, no Unit shall be (i) leased by the Unit Owner thereof until the Unit Owner has owned the Unit for two (2) years, or (ii) otherwise utilized for transient or hotel purposes, which transient or hotel purposes shall be defined as (i) rental for any period less than one (1) year; or (ii) any occupancy where the occupants of the Unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service. However, a Unit may be leased so long as such lease is (i) of the entire Unit, and (ii) for a period of at least one (1) year, except leases may be for less than one (1) year if either leased (1) by an Institutional Lender in possession of a Unit following a default of a first mortgage or a foreclosure proceeding or under any deed or other arrangement in lieu of foreclosure, or (2) to a person who is then under a bona fide and legally binding contract to purchase such Unit.

The Unit Owner expressly assigns to the Association all rents due under the lease in the event of any delinquency in the payment of Common Expenses or other charges due and payable to the Association for more than thirty (30) days, including authorization for the lessee to pay such rents directly to the Association to the extent that such Common Expenses and other charges are due and payable to the Association with respect to the Unit and requires all prepayment of rent to be paid directly to the Association as security for the payment of future Common Expenses for the Unit. Moreover, no lease or occupancy of a Unit shall be permitted unless a true copy of the lease is furnished in advance to the Association, together with the current address and phone numbers of both the Unit Owner and the lessee and a true copy of the lessee's identification issued by a government agency. In addition, the Unit Owner of said Unit shall not have the right to utilize the Common Elements or Limited Common Elements during any period that said Unit is leased or occupied by someone else. No Unit Owner may lease less than an entire Unit.

Subject to the foregoing restrictions, the Unit Owners shall have the right to lease his Unit provided that such lease is in writing and is subject to all provisions of this Master Deed and the By-laws, rules and regulations of the Association and other documents referred to herein and provided further that any failure of the lessee to fully comply with the terms and conditions of such Master Deed, By-laws and documents shall constitute a material default under the lease and be grounds for termination and eviction. A complete copy of the Master Deed and By-Laws shall be provided by the Unit Owner to the lessee not less than ten (10) days prior to occupancy.

In the event a lessee or other occupant of a Unit fails to comply with the provisions of this Master Deed and the By-laws, rules and regulations of the Association and other documents referred to herein then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such violation(s) and demand that the same be remedied through the Unit Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his lessee or other occupant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit

Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described herein.

(v) Each Unit owner shall have the right to mortgage or encumber his Unit, provided that such mortgage or encumbrance is made to a bank, mortgage banker, trust company, insurance company, savings and loan institution, pension fund or other institutional lender or is a purchase money mortgage made to the Sponsor or to the immediate predecessor in title to a Unit.

(w) All property taxes, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided in the Condominium Act. in the event that for any year such taxes are not separately taxed, each Unit Owner shall pay his proportionate share thereof in accordance with his proportionate undivided percentage interest in the Common Elements.

(x) Each Unit Owner shall pay for his own telephone and other utilities, if any, which are separately metered or billed to each user by the respective utilities. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

(y) The right of the Unit Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal in Sponsor or the Association.

(z) 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 By-Laws.

(aa) Sinks, toilets and other plumbing fixtures shall be used only for their intended purposes, and no rubbish, sweepings, rags or other foreign objects or-substances shall be placed therein. Unit Owners will be liable for damage resulting from mis use of the plumbing facilities.

(bb) Extra heavy objects shall not be permitted in any Unit not especially constructed and equipped therefore.