

needed within the boundaries of the Unit as described in Article 4 of this Master Deed and as further delineated on the attached Schedule B and Schedule G to this Master Deed. Such maintenance, repair and replacement shall be at the Unit Owner's expense and shall be made in accordance with the requirements of this Master Deed and the Rules and Regulations of the Association.

In the event a Unit Owner fails to repair any part of the Unit visible from the exterior of the building (such as windows and doors) pursuant to the standards and Rules and Regulations of the Association, then the Association may perform such maintenance and/or repair and the cost (including any necessary attorney's fees incurred by the Association in attempting to compel the Unit Owner to comply with the Association's standards and Rules and Regulations) shall become both a lien against the Unit and the personal obligation of the Unit Owner and subject to foreclosure and collection by the Association against the Unit Owner.

8.14(b) Responsibilities of the Association. The Association shall be responsible for the maintenance, repair and replacement of any common plumbing, heating, air conditioning, mechanical, electrical and/or water supply systems providing service to any Building. It or the Homeowners Association shall furnish all maintenance, repairs and replacements needed for the Common Elements including but not limited to the parking areas, roads, common walkways, fences and common stairways. Claims

relative to defects in Common Elements shall be processed by the Association in accordance with N.J.A.C. 5:25-5.5 regarding warranty coverage and claims.

8.14(c) Rights of the Association. The Association may immediately make emergency repairs to any Unit which the Unit Owner has failed to perform if such failure will have a material adverse impact on any other portion of the Condominium and the Unit Owner. The costs of such repair shall be the responsibility of the Unit Owner and shall be a Remedial Assessment against him.

8.14(d) Responsibilities for Damage Due to Negligence, Omission or Misuse. If a Unit Owner, member of his family or household pet, guest, tenant, occupant or visitor damages the Common Elements or a Unit owned by another Unit Owner through negligence, omission or misuse whether authorized by the Unit Owner or not, the cost for effecting the necessary maintenance, repair and/or replacement shall be assessed against said Unit as a Remedial Assessment along with any costs including reasonable attorney's fees arising out of such incident.

8.15 Chart of Maintenance Responsibilities. Despite the general provisions for maintenance set forth in this Article of the Master Deed, or in any other provisions of the Master Deed or By-Laws, specific maintenance responsibilities and the cost attributable thereto shall, to the extent set forth thereon, be determined pursuant to the chart attached as Schedule "G" hereto

entitled, "Allocation of Maintenance Duties Between the Association and Individual Unit Owners."

8.16 While the Developer maintains control of the Board of Trustees, it shall take no action which adversely affects a homeowner's rights under N.J.A.C. 5:25-5.5.

ARTICLE 9. Restrictions.

9.1 General Covenants and Restrictions. The Condominium is subject to all covenants, restrictions and easements of record and to the following restrictions:

9.1(a) No Unit or Limited Common Element appurtenant to any Unit except those Units used by the Developer as sales offices, administrative offices or models, shall be used for any purpose other than as a private residence unless otherwise permitted by the Land Use and Zoning Regulations of the City of Jersey City. The Developer retains the right to use unsold Units and other Buildings for construction, storage, administrative purposes and models.

9.1(b) The Common Elements shall not be obstructed in any way nor shall anything be stored thereon without the consent of the Board. Limited Common Elements appurtenant to a Unit shall not be used for storage of any kind.

9.1(c) Except for domestic dogs and cats (limited to a total of two), no pets shall be harbored for any period of time by any Unit Owner within or without any Unit. Any domestic dogs or

cats kept by any resident shall not exceed 40 pounds and shall be kept entirely within the confines of the Unit occupied by the resident and under no circumstances shall said animals be allowed to roam at large. No more than two (2) dogs and/or cats may be housed within any Unit (except that offspring may be harbored for a maximum of forty-five (45) days following birth.) Dogs must be walked on a leash at all times and the Unit Owner shall be responsible for cleaning up the debris of the animal. The Board may promulgate reasonable Rules and Regulations pertaining to the housing and walking of domestic pets.

9.1(d) No vehicles larger than a panel truck, no vehicle bearing any commercial signs or lettering, and no mobile home, recreation vehicle, nor unregistered vehicles, or the like shall be parked within the Common or Limited Common Elements, except those vehicles temporarily on the property for the purpose of providing service to the Common Elements or to a Unit unless the Owner shall have secured written permission from the Board.

All residents' vehicles must be parked within identified parking spaces or driveways. No vehicle shall be left in an obvious state of disrepair at any location with the Condominium; i.e., upon a jack, et cetera.

9.1(e) All trash or garbage shall be disposed of in designated sanitary containers within the Condominium for regular collection in accordance with local ordinances as same may be

amended from time to time. Unit Owners shall conform with any Association Rules and Regulations pertaining to recycling.

9.1(f) No exterior loudspeakers except those in portable radios or other portable audio/visual equipment shall be allowed.

Residents shall exercise reasonable care and consideration when making any noise that may offend or interrupt the enjoyment of others.

9.1(g) No floodlights shall be installed on the exterior of any Building except those which may be installed by the Developer without the express written permission of the Board.

9.1(h) Unit Owners shall not install nor have installed or erected any signs, advertisements, posters, awnings, canopies, balcony/deck/patio enclosures, fences, exterior shutters, radio or television wiring, antennae or aerials, air conditioning units, flag poles or posts or like items in or upon the Common Elements without the express written permission of the Board. Specifically, "For Sale" and "For Rent" signs may not be displayed in or on any Unit, Limited Common Element or Common Element visible from the exterior of any Condominium structure. Unit Owners shall not paint, decorate or in any other way change the appearance of any portion of the exterior of any Building or any other Common Element. Unit Owners may temporarily attach appropriate holiday decorations to their exterior doors during a holiday season. Unit

* Owners shall not have the right to paint the exterior of a Building a different color or otherwise decorate or change the appearance of any portion of the exterior of the Building or any parking areas.

9.1(i) No person shall walk on, sit on, sunbathe on or otherwise use the roofs of the Buildings for any purpose, except for personnel performing maintenance and repair work on or involving roofs of Buildings.

9.1(j) No clothes poles, lines or trees shall be installed or maintained, nor shall laundry or any other item be hung outside of any Unit in the Condominium.

9.1(k) The Common Elements shall be used only for providing the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.

9.1(l) No Unit Owner or occupant shall build, plant or maintain any thing or matter on, in, over or under the Common Elements without the prior written consent of the Board unless permitted by the Association's Rules and Regulations. No person shall alter any planting or other Common Element without prior written permission from the Board.

9.1(m) No Unit Owner or occupant shall burn, chop or cut anything in, on, over or above the Common Elements.

9.1(n) Firewood may be stored in or on Limited Common Elements appurtenant to those Units which contain a fireplace or