



Regal Point Homeowners Association Master Deed Restrictions

Revised 07/2002

ARTICLE 11. RESTRICTIONS. The development is subject to all covenants, restrictions and easements of record and to the following restrictions:

Section 11.1 No Unit, except those Units owned by the Developer and used as sales offices, administration offices or models, shall be used for any purpose other than as a private residence.

Section 11.2 There shall be no obstruction of the Common Elements and Facilities nor shall anything be stored in or upon the Common Elements and Facilities without the prior written consent of the Board.

Section 11.3 No bird, reptile, or animal of any kind shall be raised, bred, boarded or kept in any Unit or anywhere else upon the Development except that a maximum of three pets, but no more than two dogs are permitted, provided they are not boarded, kept, bred or maintained for any commercial purpose, are housed within the Unit and abide by all applicable Rules and Regulations. No outside dog pens, runs or, yards or stakes shall be permitted.

Section 11.4 No vehicle of a size larger than a panel truck and no mobile home, recreational vehicle (other than a pickup truck with or without a cap), boat, boat trailer, inoperable vehicle, or a vehicle with either expired license tags or inspection sticker shall be parked on any part of the Development, except that those vehicles temporarily on the Development for the purpose of servicing the Development itself or one of the Units shall be permitted without written consent of the Board.

Section 11.5 No portion of the Common Elements and Facilities or other portion of the Development thereof shall be used or maintained for the dumping of rubbish or debris except in the dumpster disposal enclosures as provided in the Development. Trash, garbage and other waste shall be dumped in such containers on the Development for weekly or more frequent collections.

Section 11.6 No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted, nor shall floodlights be installed, with the exception of a patio security light, in any exterior area of any Unit without the prior written permission of the Board.

Section 11.7 The Owner of each Unit shall not cause or permit any clothes, sheets, blankets, or laundry of any kind or other articles to be hung so they can be seen from any outside area. No awnings, grills, balcony enclosures, fence, canopies, shutters, or radio or television antenna, aerial or satellite dish shall be erected or installed in or upon the Development without the prior consent of the Board. Owners shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building or any parking areas.



Section 11.8 Each Owner is responsible to promptly report to the Board any defect or need for repairs, the responsibility for which is that of the Association.

Section 11.9 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 Owners, each Owner shall give the Board of Directors timely notice of Owner's intent to list the Unit for sale, and upon closing of title shall immediately notify the Board of the names and home addresses of the purchasers. Each Owner shall also notify the Board of the names of all tenants in a Unit.

Section 11.10 No Owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Common Elements and Facilities without the prior written consent of the Board unless permitted by the Rules and Regulations.

Section 11.11 Each Owner shall be responsible for the maintenance, repair and replacement of all windows of Owners Unit, of the front door and any doors leading onto any terrace, balcony or patio adjacent to the Owner's Unit.

Section 11.12 No Owner or Occupant shall burn, chop or cut anything in the Development, except as may be customary in the use of Owner's fireplace, if any.

Section 11.13 To the extent that equipment, facilities and fixtures which any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements and Facilities, then the use thereof by the individual Owners shall be subject to this Master Deed, the Bylaws and the Rules and Regulations of the Association.

Section 11.14 Nothing shall be done or kept in any Unit or in or upon the Common Elements and Facilities which will increase the rates of insurance of any Building or the contents thereof beyond the rates applicable for Units, without the prior written consent of the Board. To the extent that the use or occupancy of a Unit or the Common Elements (whether permitted or without permission of the Association) increases any insurance premium payable by the Association, the Association shall have the right to charge the amount of such increase to the Owner of the Unit to which the increase is attributable. No Owner shall permit anything to be done or kept in his/her Unit or in or upon the Common Elements and Facilities which will result in the cancellation of insurance on any Building or the contents thereof, or which will be violation of any law.

Section 11.15 No noxious or offensive activities shall be carried on, in or upon the Common Elements and Facilities 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 Development.

Section 11.16 No immoral, improper, offensive or unlawful use shall be made of any Unit; and all laws, zoning ordinances and regulations of all governmental bodies having or claiming jurisdiction thereover shall be observed.

Section 11.17 Nothing shall be done to any Unit or on or in the Common Elements and Facilities which will impair the structural integrity of any Building or which will structurally

change any Building. No Owner (other than Developer) may make any structural additions, alterations or improvements in or to his/her Unit or in or to the Common Elements and Facilities, without the prior written approval of the Board, or impair any easement without the prior written consent of the Board. The Board or the Covenants Committee, as appropriate shall have the obligation to answer any written request received by it from the Owner for approval of a proposed structural addition, alteration or improvement to his/her Unit with forty-five (45) days after the receipt of such request, and failure to do so within the stipulated time shall constitute a denial of the proposal. Any written request from an Owner must be sent certified mail, return receipt requested. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be reviewed by the Board or Covenants Committee, as appropriate, and, if approved, shall be executed by the Board or Covenants Committee and may then be submitted by the Owner. Such approval, however, shall not incur 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 Owners shall furnish the Board or Covenants Committee, as appropriate, with a copy of any such permit he has procured. The provisions of this section shall not apply to Units owned by the Developer until such Units have been initially sold and conveyed by the Developer.

Section 11.18 No signs (including but not limited to real estate "For Sale", "Sold" or "For Rent" signs) shall be erected or installed in or upon the Development, any Units or the Common Elements and displayed for public view with exception of "Open House" signs which can be displayed only on weekends.

Section 11.19 The Common Elements and Facilities 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.

Section 11.20 Leasing of Units:

11.20.1 No Unit shall be leased by the Owners thereof (except a lender in possession of such Unit following a default in a first mortgage, a foreclosure proceeding or by any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as "(i) rental for period less than six (6) months; or (ii) 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 bellboy service," provided, however, that any Owner may rent a Unit for a period of less than six (6) months to a contract purchaser thereof. No Owner may lease less than an entire Unit.

11.20.2 Other than the foregoing obligations, and except as may be provided otherwise in Article 32, the Owners shall have the right to lease same provided that said lease is in writing, filed with the Board of Directors, and made subject to all of the provisions of the Master Deed, the Bylaws 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 documents shall constitute a default under the lease.

11.20.3 In the event a tenant of the Unit fails to comply with the provisions of this Master Deed, the Bylaws or Rules and Regulations then, in addition to all other

remedies which it may have, the Association shall notify the Owner of such violation(s) and demand that the same be remedied through the 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 Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant 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 Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees incurred. Said cost and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purpose described in this Section 11.20. This grant of a power of attorney is coupled with an interest in the Unit and is not affected by the death or disability of the Owner.

Section 11.21 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 to each Unit, but are taxed on the Development as a whole, then each Owner shall pay to the Association upon notification his/her proportionate share thereof in accordance with his proportionate undivided percentage interest in the Common Elements and Facilities.

Section 11.22 Each Owner shall cause to be installed and pay for his own telephone, cable television, and other utilities, which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed or which serve the Common Elements and Facilities shall be treated as part of the Common Expenses.

Section 11.23 No clothes poles or lines shall be installed or maintained so that they can be seen in any exterior area of the Unit or patio, but a collapsible clothes tree is permitted within the Unit, provided it be removed when not in use.

Section 11.24 No business, trade or profession shall be conducted in any Unit.

Section 11.25 Certain Units within the development have been designated Low Income and Moderate Income (the "Affordable Housing Units") housing, otherwise known as Mt. Laurel or Affordable Housing. Each Unit so designated shall be sold, leased or otherwise transferred by the developer and all subsequent sales, leases or transfers shall be subject to and in accordance with Article 32 hereof, the Law of the State of New Jersey known as Fair Housing Act, N.J.S.A. 52:27D-301 et seq., and the Revised General Ordinance of the Township of South Brunswick, 1975, Chapter XVI, Land Use together with all amendments thereof and the rules and regulations promulgated by the Affordable Housing Council of the State and the Municipality.

Section 11.26 No structure shall be built in the fire access area to the rear of the building.