

**Rules and Regulations**  
**Riverwalk at Rahway Condo Association**

**ARTICLE XVI  
ENFORCEMENT OF ASSOCIATION BY-LAWS,  
RULES AND REGULATIONS**

**SECTION 1.** In order to secure compliance with the within By-laws of the Association and the Rules and Regulations as adopted by the Board of Trustees of the Association, the following powers and procedures are hereby granted to the Board of Trustees as additional powers of enforcement of said By-laws, Rules and Regulations:

(a) The Board of Trustees may take disciplinary action against any Member of the Association for breach of any By-law, Rule or Regulation of the Association as provided herein.

(b) Disciplinary action authorized hereunder may consist of any or all of the following:

(i) Suspension of the right to use any of the community facilities operated or managed by the Association for periods not to exceed 30 days for each such breach.

(ii) The imposition of fines in an amount determined by the Board of Trustees to be fair and reasonable.

(c) Prior to any disciplinary action being taken, the Member against whom such action is proposed to be taken, shall be entitled to a hearing before the Board of Trustees. Said hearing shall be held at least 5 days after mailing of written notice of the time and place thereof and the nature of the breach charged against said Member. A Member of the Association shall have the right to appear at said hearing in person and to be represented by counsel and present evidence in his behalf.

(d) At the conclusion of the hearing and in any event not later than 10 days thereafter, the decision of the Board of Trustees shall be rendered in writing a copy to be delivered personally or by certified mail to the Member involved, setting forth the determination of the Board of Trustees with respect to the breach of the By-laws, Rules or Regulations as charged and the disciplinary action to be imposed, if applicable.

(e) In addition to the remedies specified herein, a Member shall be liable to the Association for reasonable attorney's fees incurred in enforcing the By-laws, Rules or Regulations of the Association.

**ARTICLE XVII  
PROCEDURES FOR OPEN MEETINGS.**

**A. OPEN MEETINGS OF ASSOCIATION**

**(1) OPEN MEETINGS.** All meetings of the Board of Trustees of the Association, except conference or working sessions at which no binding votes are to be taken, shall be open to attendance by all Unit Owners.

**SCHEDULE B  
RULES AND REGULATIONS**

**1. Use of Units.** No Unit except those Units owned by Grantor and used as sales offices, administrative offices and models, shall be occupied and used for any other purpose by the respective Unit Owners other than as a private residential dwelling for the Unit Owner, his family, tenants and social guests.

**2. Prohibited Vehicles.** No vehicle other than a passenger automobile, pickup trucks with caps, and passenger vans, shall be authorized to park on the Common Elements areas, except in an area or areas, if any, specifically designated by the Board of Trustees for parking or storing any one or more designated types of prohibited vehicles. No motorcycle or bicycles shall be authorized to park on the Common Elements, except motorcycles with flat-based kick plates and bicycles may park in an area or areas, if any, specifically designated by the Board of Trustees. Without limiting the generality of the foregoing, the following "prohibited vehicles" are strictly prohibited to be parked, stored, or to remain on the Common Elements (except in an area or areas, if any, specifically designated by the Association for parking or storing any one or more designated types of prohibited vehicles): abandoned vehicles, disabled vehicles, stored vehicles, boats, boat trailers, campers, trailers of any kind, recreational vehicles, trucks, vehicles primarily used for commercial purposes, and vehicles with commercial writings on their exteriors. Despite the above, trucks and commercial vehicles shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements; provided that no such vehicle shall be authorized to remain on the Common Elements overnight or for any purpose except serving a Unit or the Common Elements.

**3. Animals and Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Units or Common Elements, except that no more than two (2) dogs, cats, or other usual household pets, not weighing greater than 40 pounds each, may be kept by an Owner in his or her respective Unit, provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the owner or occupants of any other Units. Despite this provision, no pet enclosures or pet runs shall be erected, placed, or permitted to remain on any portion of the Common Elements. All dogs are to be curbed and under leash at all times outside the owner's Unit. The keeping of pets and their ingress, egress, and travel upon the Common Elements shall be subject to such rules and regulations as may be issued by the Association. If a Unit Owner or occupant fails to abide by the rules and regulations and/or covenants applicable to pets, the Association may bar such pet from use or travel upon the Common Elements. The Association may designate areas within the Common Elements for walking dogs and may otherwise prohibit use of the Common Elements by dogs or other pets. The Association may subject ingress, egress, use, or travel upon the Common Elements by pets to a user fee, which may be a general fee for all similarly situated persons or a specific fee imposed for failure of a Unit Owner or occupant to abide by the rules, regulations, and/or covenants applicable to pets. In addition, any pet which endangers the health of any Unit Owner or occupant of a Unit or which creates a health hazard or a nuisance or an unreasonable disturbance, as may be determined in the sole discretion of the Association must be permanently removed from the Condominium Property upon seven (7) days written notice by the

Association. All dogs are to be curbed. Feces are to be immediately removed from the Common Elements by the owner of the animal.

**4. Signs.** Except as reserved for Grantor in the By-laws or Master Deed of the Association, no advertising signs of any kind shall be erected, placed, or permitted to remain on the Condominium Property without the prior written consent of the Association. The Association shall have the right to erect reasonable and appropriate signs.

**5. Rubbish, Trash, and Garbage.** All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon. For so long as trash receptacles are used to facilitate trash, rubbish, and garbage removal, all such trash, rubbish, and garbage shall be placed therein for removal from the Unit. Unit Owners shall comply with all recycling procedures established by the Association and the City of Rahway, as applicable, and shall sort their refuse and utilize the proper receptacles for the sorted refuse. Units Owners and occupants must abide by all recycling laws and ordinances, including but not limited to the City of Rahway Solid Waste and Recyclables Ordinance.

**6. Planting, Gardening and Fences.** No planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon the Common Elements, except such as have been installed or as approved by the Association. Except for the right of ingress and egress, the Unit Owners are hereby prohibited and restricted from using any of the Common Elements outside of their respective Units, except as may be allowed by the Association. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Unit Owners in the Condominium and is necessary for the protection of said Unit Owners.

**7. Antennas and Speakers.** No exterior television or radio antennas or speakers or other sound equipment of any sort shall be placed, allowed or maintained upon any portion of the Common Elements except as may be authorized by the Association. The foregoing notwithstanding, the Association shall comply with the provisions of the Telecommunications Act of 1996, and the FCC Regulations promulgated thereunder.

**8. Nuisance.** No Unit Owner or occupant may use or allow the use of the Unit or any portion of the Condominium in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other Unit Owners or occupants of a portion of the Condominium; or in such a way as to constitute, in the sole opinion of the Board of Trustees, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved homeowner to proceed individually for relief from interference with his property or personal rights.

**9. Unsightly or Unkempt Conditions.** No Unit Owner shall cause or permit any clothes, sheets, blankets or laundry of any kind or other articles to be hung or displayed on the outside windowsills or walls of the Buildings or in any parking areas. In addition, no Unit Owner shall engage in any activity which might tend to cause disorderly, unsightly or unkempt conditions in any part of the Condominium.

**10. Window Coverings.** No window guards or other window treatments or decorations shall be used in or about any Unit except as shall have been approved in writing by the Board, which

approval shall not be unreasonably withheld or delayed.

**11. Noise.** Owners and occupants of Units shall exercise extreme care to avoid making or permitting to be made, loud or objectionable noises, and in using or playing, or permitting to be used or played, musical instruments, radios, phonographs, television sets, amplifiers, and any other instrument or device in such manner as may disturb or tend to disturb Unit Owners, tenants or other occupants of Units.

**12. Obstruction of Common Elements.** No furniture, packages, bicycles, baby carriages, or other things of any kind shall be placed or permitted to remain in or on any stairways, hallways, walkways or in any other portion of the Common Elements.

**13. Alterations.** No Unit Owner or occupant shall make any structural alteration in the interior or on the exterior of such Unit or install or permit to be installed any wiring for electrical, telephone, radio, television, air conditioning or other equipment, machines or devices either within or extending through any wall or outside of his Unit, without first obtaining express written authority therefore from the Board of Trustees and then, only in accordance with specifications approved by the Trustees, utilizing written application forms approved by the Association.

**14. Mailboxes.** No mailboxes may be installed on or around the exterior of any Unit or on the Common Elements, except as may be initially constructed by the Sponsor, or as permitted with the written permission of the Association.

**15. Decorations.** No decorations, including holiday decorations, may be affixed to the Common Elements or exterior of the Units except on the front doors and interior of windows of the Unit.

**16. Attic.** No Unit Owner or occupant may use the attic for any purpose whatsoever, except as expressly provided in the Master Deed.