

---

**MARLBOROUGH HOUSE OF PALISADES PARK  
CONDOMINIUM ASSOCIATION INC  
333 Grand Avenue  
Palisades Park, NJ 07650**

**<RESTRICTIONS>**

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

1. No apartment unit, except those apartment Units owned by the Sponsor and used as sales offices, administrative offices or models shall be used for any purpose other than as a private residence.
2. There shall be no obstruction of the common elements nor shall anything be placed upon, stored in or affixed to Common Elements without the prior consent of the Board, or unless expressly permitted by the Rules and Regulations. The use by Unit owners of any designated storage area which is part of the Common Elements shall be prescribed by Rules and Regulations.
3. No bird, reptile, or animal of any kind shall be raised, bred, or kept in any unit or anywhere else within the Condominium, except dogs, cats or other household pets but not to exceed one per unit. No outside dog pens, runs or yards shall be permitted.
4. No vehicle of a size larger than a panel truck and no mobile home, recreational vehicle, boat, boat trailer, inoperable vehicle, or the like, shall be parked within the Condominium, except that those vehicles temporarily within the Condominium for the purpose of servicing the Condominium itself or one of the Units shall be permitted without written consent of the Board.
5. No portion of the Common Elements or other portion of the Property thereof shall be used or maintained for the dumping of rubbish or debris. Commercial Unit owners shall place their trash, garbage and other waste in sealed containers outside the trash compactor room door.
6. Commercial Unit owner shall place their trash, garbage and other waste in sealed containers outside the trash compactor room door.
7. No exterior loudspeaker, nor unshielded floodlights be installed in any exterior area of any Unit or any patio without the permission of the Board.
8. 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 or displayed on the outside of windows or placed on the outside windowsills, walls of the Building or in any parking areas, and no signs, awnings, grills, balcony enclosure, fence, canopies, shutters, or radio or television antenna or aerial shall be erected or installed in or upon the Common Elements or any part thereof without the prior consent of the Board. Unit 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.
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 Unit owners, each unit owners 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.
10. No unit owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Common Elements without the prior written consent of the Board unless permitted by the Rules and Regulations.
11. Each Unit owner shall be responsible for the maintenance, repair and replacement of all windows and the front door of his Unit. As to the windows, the Association will furnish replacement windows and

---

**SMA MANAGEMENT INC**

Office Hour: 9am-5pm

Address: 54 E. 13th street 2<sup>nd</sup> FL, New York, NY 10003

Phone: 646-568-5717, Fax: 646-741-3181

Email: [smamanagementcompany@gmail.com](mailto:smamanagementcompany@gmail.com)

- install the same and the Unit owner will pay the Association for the cost of the window and reasonable charge for the installation.
12. No Unit owner or occupant shall burn, chop or cut anything on, over or above the Common Elements.
  13. To the extent that equipment, facilities and fixtures within any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to this Master Deed, the By-Law and the Rules and Regulations.
  14. Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance or result in the cancellation of insurance.
  15. No noxious or offensive activities shall be carried on, in or upon the Common Elements 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.
  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 jurisdiction there over shall be observed.
  17. Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of the Building or which will structurally change the Building. The Board 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 to his Unit within forty-five days after the receipt of such request. 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 and, if approved, shall be executed by the Board and may then be submitted by the Unit owner.
  18. 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 and, if approved, shall be executed by the Board and may then be submitted by the Unit owner.
  19. Draperies, blinds, curtains or other window coverings must be installed by each Unit owner on all windows of his Unit and must be maintained inside windows at all times.
  20. The 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.
  21. No Unit shall be leased by the owners thereof (except a lender in possession of such Unit following a default in a first mortgage) or otherwise utilized for transient or hotel purposes, which shall be defines as: (i) rental for any period less than six months; or (ii) any rental if the occupants of the Unit are provided customary hotel services such as room services such as room service for food and beverages, maid services, furnishing laundry and linen, and bellboy service. Notwithstanding the foregoing, any Unit owner, including Sponsor, may rent a Unit for a period of less than six months to a contract purchaser thereof. No apartment Unit owner may lease less than an entire Unit.
  22. Other than the foregoing obligations, the Unit owners shall have the right to lease same provided that said lease is in writing and made subject to all provisions of this Master Deed, the By-laws of the Association and other documents referred to herein, including the right of amendment reserved to Sponsor herein, and provided further that any failure of the leases to fully comply with the terms and conditions of such documents shall constitute a default under the lease.
  23. In the event a tenant of a Unit fails to comply with the provisions of this Master Deed, the By-Laws or Rules and Regulations 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 days after such notice. If such violation(s) is not remedied within thirty 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 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 Board shall have the right,

but not the duty, to institute and prosecute such actions as attorney-in-fact for the Unit owner and at the Unit 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 Expense. By acceptance of a deed to any Unit, each and every Unit owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purposes described in this subparagraph(s).

24. No Unit owner shall have the right to mortgage or encumber his Unit, unless such mortgage or encumbrance is a permitted First Mortgage. No other mortgages or encumbrances shall be permitted without the prior written approval of the Board.
25. All property taxes, special Common Expense 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 Property as a whole, then each Unit owner shall pay to the Association upon notification his proportionate share thereof in accordance with his percentage interest in the Common Elements.
26. Each Unit owner shall pay for his own telephone 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 shall be treated as part of the Common Expenses,
27. No clothes poles, lines or clothes trees shall be installed or maintained, nor shall any laundry or other thing be hung out to dry outside of any Unit.
28. No signs shall be permitted on the exterior or interior of any Unit except the commercial Units. The Board may permit signs on the building and/or in the lobby indicating that the commercial Unit occupants can be found at the Building,
29. The commercial Units are restricted to the following uses and must comply with the Zoning Code of the Borough of Palisades Park; retail and service establishments customarily utilized in conjunction with a multistory apartment building; restaurants; professional offices for physicians, lawyers, dentists, accountants, architects and other similarly recognized professional services; research and development companies.
30. No smoking is allowed in the Unit and/or anywhere inside of Condominium. Once smoking issue is notified, violated unit will receive first time notice of violation. For the second time notice, violated Unit will be issued \$500.00 fine for against smoking policy