

FOR PUBLICATION ON HAMPTON CLUB WEBSITE

MASTER DEED RESTRICTS THE RENTAL AND OCCUPANCY OF UNITS

Units in The Hampton Club Condominium which are acquired **after August 6, 2001** must be occupied by the Owner. Those Units may not be rented and occupied by a tenant. Paragraph 10.01.G of the First Amended and Restated Master Deed for The Hampton Club Condominium (the "Master Deed") sets forth the restrictions on renting.

For any Unit acquired before August 6, 2001, the Owner has a limited right to lease the Unit. That limited right allows the Owner to rent the Unit for so long as the Owner holds title to the Unit. However, the right of the Owner to lease the Unit is not without restrictions and the Association has remedies against any Owner who has the right to rent a Unit if that Owner does not comply with the restrictions imposed by the Association.

Specifically, any Owner permitted to rent a Unit under the Master Deed should be aware of the following rules and regulations. Once again, these rules and regulations apply only to Owners who are permitted to rent their Units since they took title to them before August 6, 2001.

1. No lease shall be for a term of less than one (1) year.
2. No Owner shall permit the use of a Unit for transient or hotel purposes.
3. No Owner may lease or enter into an arrangement for the use and/or occupancy of less than an entire Unit.
4. Copies of all fully signed leases must be delivered to the Association before the term of the lease begins.
5. No Owner shall have the right to lease his Unit unless the lease is in writing and is made subject to applicable law, the Master Deed, the By-Laws and the Rules and Regulations of the Association, including any amendments to these documents (the "Governing Documents").
6. Any failure of the tenant to comply with applicable law and/or the Governing Documents shall give rise to a material default (violation) under the lease and be a basis for its termination and eviction of the tenant.
7. Even if the tenant is in violation of applicable law and/or the Governing Documents and the Association exercises its rights against the tenant, the Owner shall remain primarily responsible for the tenant's violation.

If a tenant is found to have violated applicable law or the Governing Documents, the Association shall have the right to prosecute an action against the tenant at the Owner's sole cost and expense. The costs incurred by the Association will then be due and payable upon demand as a Common Expense assessment and will be a lien against the Unit.

Owners and tenants should be aware that the Master Deed also imposes restrictions upon the number of persons who may occupy a Unit. The Master Deed at Paragraph 10.01.FF states that "NO UNIT MAY BE OCCUPIED OR RESIDED IN BY MORE THAN TWO (2) PERSONS PER EACH BEDROOM WITHIN THE UNIT". The term "bedroom" means a room designed as a bedroom on the Developer's final filed and approved building plans for a Unit. The Association intends to start enforcement actions against the Owner and tenant of any Unit in violation of this occupancy restriction.

Other restrictions are also imposed by the Governing Documents. For example, there are restrictions on the number and type of pets which may be kept in a Unit, types of vehicles which may be parked within the Condominium; and a prohibition against noxious, unlawful, unsightly, or offensive activities within the Condominium. Both the Owner and tenant of a Unit should be aware of the restrictions on the occupancy of a Unit and the intention of the Board of Trustees of the Association to enforce compliance with the Governing Documents.

If you have any questions regarding the rules and regulations which apply to the Condominium, you should contact the on-site manager at (732) 545-3263.