

BAYBERRY COVE-CAMPGROUND CONDOMINIUM ASSOCIATION

BY-LAWS

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>
I	Applicability, Members, Membership and Definitions
II	Principal Office
III	Meetings
IV	Board of Trustees
V	Officers
VI	Powers and Duties of Board of Trustees, and Restrictions on the Exercise Thereof
VII	Indemnification of Officers and Trustees
VIII	Right of Access to Units; Costs; Injunction
IX	Notices
X	Amendments to By-Laws
XI	Parliamentary Rules
XII	Dissolution
XIII	Rules and Regulations
XIV	Penalties for Non-Compliance and Default
XV	Rental Policy

BY-LAWS OF
BAYBERRY COVE CAMPGROUND, A CONDOMINIUM,
BAYBERRY COVE CAMPGROUND CONDOMINIUM ASSOCIATION

These By-Laws were updated in May 2005. They are effective as of August 28, 2005 and become the governing document for Bayberry Cove Condominium Association. All decisions made prior to the effective date that may be contrary to these By-Laws are grand fathered.

ARTICLE I

APPLICABILITY, MEMBERS, MEMBERSHIP AND DEFINITIONS

#1. These are the By-Laws of Bayberry Cove, Campground, a Condominium (hereinafter called the "Condominium") and of Bayberry Cove Campground Condominium Association, an unincorporated association of the State of New Jersey (hereinafter referred to as the "Association"). The By-Laws shall govern the administration and management of the Condominium and the Condominium Property and the actions of the Association and the Members thereof.

#2. All present and future Unit Owners, their licensees, invitees, servants, agents, employees and any other person or persons that shall be permitted to use the Condominium Property of the Condominium, shall be subject to the By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its Members. Acquisition and occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that the Unit Owner or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them.

#3. As used in these By-Laws, the term "Member" means the Unit Owner of a Unit in the Condominium. Other terms used herein shall have the same meanings set forth in the Master Deed and/or the Condominium Act of the State of New Jersey, N.J.S.A. 46:8B-1 et seq. (the "Condominium Act").

#4. Membership in the Association shall be limited to the Owner of the 307 Units in the Condominium provided, that when title to a Unit is vested in two or more persons or in a corporation only the Entitled Party, as defined in paragraph 9B of the Master Deed, shall be permitted to cast the votes allocated to the particular Unit. In the event that a Unit Owner shall lease or permit another to occupy his Unit, the tenant or occupant shall be permitted to enjoy the Condominium Property to the extent that such Unit Owner shall be entitled, but shall not be a member of the Association and shall not vote in the affairs of the Association unless he shall be designated an Entitled Party by the Unit Owner in the manner provided in paragraph 9B of the Master Deed. The use of the Condominium Property shall be limited to Unit Owners, tenants and occupants of Units and their licensees, invitees, servants, agents and employees. If a Unit is owned by more than one individual, or is owned by a corporation or partnership, or if a Unit is under a lease, then the individual entitled to cast the vote for the Unit shall be the individual

named in the certificate given pursuant to paragraph 8B of the Master Deed (said individual being in the Master Deed and in these By-Laws called the "Entitled Party").

#5. Every lawful transfer of title to the Unit Owner of a Unit shall include membership in the Association, and upon making such transfer, the previous Unit Owner's membership shall automatically terminate. Except as aforesaid, membership in the Association may not be assigned or transferred, and any attempted assignment or transfer thereof shall be void and of no effect.

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association shall be located at the office of Bayberry Cove Campground, 435 US. Route 9, Marmora, New Jersey 08223.

ARTICLE III

MEETINGS OF MEMBERS VOTING

#1. All regular and special meetings of the Members of the Association shall be held at the principal office of the Association, or at such other suitable and convenient place as may be permitted by law and, from time to time, fixed by the Trustees and designated in the notices of such meetings.

#2. There shall be one annual meeting for Members of the Association. This meeting will be held on the last Saturday in the month of August. The meeting will consist of the following:

- a. Review of the past season
- b. Review plans and present the budget for the coming calendar year
- c. Conduct elections for members of the Board of Trustees
- d. Transact such other business as may properly come before the meeting

#3. Special meetings of the Members shall be called by the President when so directed by a resolution of the Board of Trustees, or by a petition signed by Entitled Parties on behalf of Unit Owners having Proportionate Voting Interests aggregating 25% (77 Units) or more, specifying in each case, the purpose thereof. No business shall be transacted at a special meeting, other than as specified in the notice thereof, and any other business that may be appropriate.

#4. The Secretary of the Association shall give notice of each regular and each special meeting of the Members to the Entitled Party representing each Unit Owner and to the holder of any Permitted Mortgage, in accordance with the further provisions hereof,

not less than 7 nor more than 30 days prior to the meeting date specifying therein the time and place of the meeting and, in the case of a special meeting, the purpose thereof. The attendance at a meeting by any Entitled Party or any party, or the agent representing holders of Permissible Mortgages, without protesting prior to the conclusion of the meeting the lack of, prior notice of such meeting shall constitute a Waiver of Notice of the meeting by such party.

#5. To constitute a quorum, for the conduct of normal condominium business, there shall be required to be present at meetings of the Members of the Association, Entitled Parties, person or by proxy representing Unit Owners in good standing 25% (77 Units) of the unit owners. When a quorum is once present to organize the meeting, it cannot be broken by a subsequent withdrawal of an Entitled Party. If less than a quorum is present at any meeting, a majority of the total votes there represented in person or by proxy, may adjourn such meeting.

#6. To authorize actions binding upon the Association and all Unit Owners, there shall be required at any meeting at which a quorum is present, an affirmative vote by Entitled Parties in person or by proxy, representing Unit Owners in good standing, casting (i) a majority of the total votes represented at such meetings; or (ii) such higher percentage of the total votes encompassed by Unit Ownership as may be required by the Act or by the Master Deed. Any action involving the disposition of assets, the granting of rights or easements in the Condominium Property, or the amendment of these By-Laws, may not be taken without a meeting on such matter, or written consent setting forth the action so taken or to be taken, given in the required number of votes by Entitled Parties representing Unit Owners in good standing (accompanied by the consent either of the holders of the Permissible Mortgages on the Units with respect to which such affirmative votes shall have been given or of the agents of such holders).

#7. As used in the succeeding subsections hereof, a Unit Owner shall be deemed to be in "good standing" if, and only if, he shall have fully paid all assessments made or levied against him and his Unit or Units by the Trustees as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Unit or Units, at least three (3) days prior to the date fixed for such regular or special meetings. (For meetings held during the first 15 days of the fiscal quarter the financial records of the previous quarter will determine a Unit Owner in good standing.) A Unit, which has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all the Unit Owners, shall not be entitled to vote so long as it continues to be so held.

#8. The order of business at the annual meeting of the Bayberry Cove Condominium Association shall be:

- (a) Introduction of the Board of Trustees & the Condominium Staff.
- (b) Proof of Notice of the meeting or certification as to waivers.
- (c) Elections and announcements of the names of those newly elected.
- (d) Reports of the Trustees
- (e) Presentation of the five-year plan.
- (f) Presentation of the budget for the coming calendar year.
- (g) Reports of the Committees.

- (h) Resident's issues.
- (i) New Business.
- (j) Review of the major projects on the action item list.
- (k) Adjournment.

ARTICLE IV

BOARD OF TRUSTEES

#1. The Condominium shall be administered and managed, and the affairs of the Condominium Association shall be governed by a Board of Trustees consisting of five persons, (the Board may option to add one additional – NON VOTING - trustee to assist with Board duties – the alternate director may only vote in the absence of a voting trustee). No trustee shall be compensated.

#2. Beginning in 1990, and in all even numbered years, the Members of the Association shall elect two (2) Members of the Board of Trustees. In odd numbered years, the Members of the Association shall elect three (3) Members of the Board of Trustees. Succeeding years will follow as stated.

#3. The term of each member of the Board of Trustees shall be two (2) years. There shall be no term limits for members of the Board of Trustees.

#4. Election of the Members of the Board of Trustees shall take place at the annual meeting. To establish a quorum for an election 51% (157 units) of the Unit Owners must vote or have voted by proxy.

#5. The Elections and Nominations Committee shall supervise the nominations and election for members of the Board of Trustees in accordance with these By-Laws.

#6. Sixty (60) days prior to the elections date, the Elections and Nominations Committee will notify each Unit Owner that it will accept letters of intent from persons who desire to be candidates for one of the open positions on the Board of Trustees.

#7. The Elections and Nominations Committee shall provide a form (Candidate Data Sheet - Board of Trustees) requesting background data from all Unit Owners expressing an interest in being a candidate in the forth-coming elections.

#8. Candidate Data Sheets shall be returned to the Elections and Nominations Committee at least thirty (30) days prior to the election meeting.

#9. Unit Owners in good standing who return their Candidate Data Sheets in the prescribed thirty (30) days prior to the elections shall be considered nominated without further action.

#10. Any other Unit Owner in good standing desiring a nomination at the election meeting may do so by presenting to the Elections and Nominations Committee Chair- person a petition signed by the candidate and ten (10) different Unit Owners in good standing.

#11. Twenty (20) days prior to the election meeting the Elections and Nominations Committee Chairperson will post on the Park Bulletin Board(s) all Candidate Data Sheets.

#12. The election meeting will be open to Unit Owners only.

#13. Each candidate at the election meeting may make an oral presentation about his/her candidacy of not more than three (3) minutes.

#14. No person, other than the candidate, shall make any presentation to further any candidate at the election meeting.

#15. At a point during the election meeting, the Chairperson of the Elections and Nominations Committee, will close the nominations for the elections for Members to the Board of Trustees.

#16. The Elections and Nominations Committee will conduct the Elections, certify the voters are Unit Owners in good standing, count the ballots and certify the results.

#17. The Elections and Nominations Committee Chairperson will announce the results of the election and post the results on the Park Bulletin Board(s).

#18. Within twenty-four (24) hours following the announcement of the elections results, the new Board of Trustees will meet and may at its discretion reorganize.

#19. Nominations of Candidates for the Board of Trustees shall be made in writing submitted to the Secretary, or the Secretary's designee within thirty (30) days of the regular meeting or any special meeting conducted for the purpose of electing trustees. At least (20) days prior, to any meeting, the Unit Owners shall be notified in writing of all candidates for the Board of Trustees.

#20. The election shall be by ballot and by a plurality of votes cast, determined as herein before provided, each entitled Party in good standing being authorized to cast his vote or votes for each of as many nominees as there are vacancies to be filled. A ballot may contain only one vote for each candidate.

#21. All Trustees must be Unit Owners. Any Trustee may resign from the Board of Trustees at any time by written notice to the Board. The remaining Board members will terminate a Trustee who ceases to be a Unit Owner and does not resign from the Board from the Board of Trustees. The termination will take effect at the next regularly scheduled Board meeting.

ARTICLE V

OFFICERS

#1. The Officers of the Association shall be a President, Vice President, Secretary and a Treasurer, who shall be elected regularly by the Board of Trustees from among its Trustees at the organization of each new Board, and shall hold office until their successors are elected or appointed by the Board and qualify. The positions of President, Secretary and Treasurer must be filled by a minimum of two duly elected members of the Board of Trustees.

#2. From time to time, the Board may create other offices, to include expansion of the Board of Trustees, prescribe the duties pertaining thereto and elect the holders thereof from among its members, or from other Unit Owners.

#3. No Officer shall be compensated for acting as such.

#4. The following Officers shall have the duties set forth below:

(1) The President shall be the Chief Executive Officer of the Association, and shall preside at all meetings of the members and of the Board of Trustees. The President shall have the general powers and duties usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the Members and Voting Representatives from time to time, as the President may deem appropriate to assist in the conduct of the affairs of the Association. The President shall, together with either the Secretary or Treasurer, have the power and authority to execute deeds, leases, mortgages, bonds, notes, contracts and other instruments, in the name and on behalf of the Association, except when the signing and execution thereof shall be delegated by the Board of Trustees to another Officer or Officers of the Association.

(2) The Vice President shall assume all of the duties of the President, in the absence or the incapacity of the President. The VP shall serve at the pleasure of the President, and shall perform duties and assignments, as directed by the President. The VP shall be cognizant of the duties and responsibilities of the President.

(3) The Secretary shall have joint power with the President to execute deeds, leases mortgages, bonds, notes, contracts and other instruments on behalf of the Association and be responsible for giving any Requisite Notice and for keeping the minutes of all meetings of the Board of Trustees and the Condominium Association, and have custody of all correspondence, papers and records, other than financial records. The Secretary shall also keep up-to-date at the principal office of the

Association, a complete list of the Members and their last known post office addresses. Such list shall also show each Member's name, and Unit number. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all regular and special meetings of the Association and all resolutions of the Trustees. The list of Association Members and the minute book shall be open to inspection by all Association Members and other persons lawfully entitled to inspect the same at reasonable hours during regular business days.

(4) The treasurer shall have joint power with the President to execute deeds, leases, mortgages, bonds, notes, contracts and other instruments on behalf of the Association and cause to be maintained full and accurate records and books of account of all receipts and disbursements of funds by the Board or at its direction, which shall be available to Unit Owners during regular business hours, shall receive and receipt for funds assessed or collected by the Board, and shall deposit the same in such depository as may be selected by the Board, and render to the Board, on request, an accounting of all his transactions as Treasurer and of the financial condition of the Association.

#5. No agreement, check, contract, deed, lease, mortgage or other written instrument or document shall be binding upon the Association unless entered into by or approved by Resolution of the Board of Trustees and signed by any two (2) Officers of the Association as provided above, except as such power, may be delegated to the Manager as provided in 2. of Article VI thereof. Fidelity bonds of a corporate surety shall cover the Officers, and the premium costs shall be Common Expense.

#6. The Board of Trustees may remove any Officer at any time, with just cause. Any Trustee who resigns or is removed as a Trustee shall also be deemed to resign or be removed from any Association office he may hold. Any vacancy in any office by reason of death, resignation, removal or otherwise, shall be promptly filled by the Board of Trustees, the successor to serve the balance of the term so filled.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF TRUSTEES, AND RESTRICTIONS ON THE EXERCISE THEREOF

#1. The Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the administration and management of the Condominium and Condominium Property, and may do or cause to be done all such other lawful acts and things as are not by law, by these By-Laws, or otherwise, directed or required to be done or exercised by the Unit Owners, or by others. In the performance of its duties as the administering body of the Association and of the Condominium, the Board of Trustees

shall have powers and duties set forth in the Master Deed and these By-Laws, including, but not limited to, the following:

Duties and powers of the Board of Trustees:

A. The operation, management, maintenance, cleaning, protection and replacement of the Common Elements. In connection therewith, the Board of Trustees:

(1) is authorized to contract on behalf of all Unit Owners for water, sewer, electrical and other utility services provided to any of the Common Elements and, to the extent not separately metered and/or charged, to the Units, and for management, custodial, maintenance, extermination, snow removal, exterior window cleaning, painting, repairs and such other services, as well as such equipment, materials and supplies, as are deemed necessary or desirable by the Board for the proper performance of its duties hereunder;

(2) shall have an easement of access for itself or its agents, to any Unit for the purpose of accomplishing the foregoing; and

(3) shall charge the cost of such operation, maintenance, repair and/or replacement to all Unit Owners as a Common Expense. Other than in the normal course of repairing and replacing existing improvements, there shall be no additions, alterations or further improvements made to the Common Elements without the prior approval in writing of Unit owners having Proportionate Interests aggregating not less than 25% (77 Units).

B. The placement and purchase of, and payment of premium for, a policy or policies of insurance and fidelity bonds providing coverage of the following types and amounts for the Board of Trustees, each member thereof, the Officers, and all Unit Owners, and the holder of each Permitted Mortgage (as defined in paragraph 14B of the Master Deed): (i) insurance against loss or damage by fire and such other risks as may be covered by extended coverage insurance covering the entire Property in an amount representing the full insurable replacement value thereof, without deduction for depreciation, together with coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction ("Fire Insurance Policy"); and (ii) insurance against liability for injury or death to persons or damage or loss of property with such limits as shall be established, from time to time, by the Board of Trustees, covering occurrences and accidents in or about the Property with coverage of the cross-liability claims of any one or more or group of insured, but excluding coverage for the liability of any Unit Owner for acts occurring solely within his Unit or away from the Property ("Liability Insurance Policy"):

(1) The Fire Insurance Policy shall contain mortgager endorsements in favor of the holder of each Permitted Mortgage, but all payments on

account of loss or damage covered by such policy for repairs and restoration shall be made to the Board of Trustees and shall be applied as directed by the Board of Trustees, unless, as provided in Section 24 of the Condominium Act, such damages shall constitute a substantially total destruction of the Common Elements or, seventy-five percent (75%) of the Unit Owners directly affected thereby shall determine not to proceed with the work of repairs and restoration, in either of which events such sums shall be disbursed as therein provided. Such Policy shall contain waivers of subrogation and waivers of any defenses based on co-insurance or invalidity, arising from any acts of those whose interests are covered thereby. The Board of Trustees shall charge and assess the cost of insuring the Common Elements as a Common Expense; and

(2) The Liability Insurance Policy shall name the Board of Trustees as the party insured and the net proceeds thereof shall be paid to Board of Trustees, which shall thereafter distribute the same to those whose interests are covered thereby, as their respective interests shall appear. The entire premiums for such Policy shall be charged as Common Expense.

(3) The officers are those individuals as outlined in ARTICLE V.

(4) All policies of insurance carried under this subparagraph B. shall: (i) provide that all adjustments of loss shall be made only by the Board of Trustees; (ii) contain waivers by the insurers of all rights by way of subrogation or otherwise to the claims or rights of any one or more named insured or persons otherwise covered or benefited by such policies against any one or more other named insured or persons so covered or benefited thereby including the Association and the Board of Trustees and their respective agents and employees and the Unit Owners and their respective agents and employees); (iii) provide that the coverage afforded to any and all other named insured or persons otherwise covered or benefited by such policies shall not be affected by the acts or omissions of any one or more named insured or persons otherwise covered or benefited thereby; (iv) provide that they shall not be canceled or modified without at least ten (10) days prior written notice to all those whose interests are covered thereby, including, without limitation, all holders of Permitted Mortgages in the case of the Fire Insurance Policy; (v) provide that the coverage afforded thereby shall not be affected or diminished or result in contribution by reason of any additional insurance separately carried by any Unit Owner as permitted by the further terms hereof or by any other person or entity; and (vi) provide that the insurer shall not have the option to restore the insured premises in lieu of making a cash payment of the proceeds without the approval of the Association. Duplicate originals of all such insurance policies and renewals shall be delivered by the insurers (at least ten (10) days prior to the renewal in case of each renewal) to the

Board, and duplicate originals or certificates or memorandums of insurance shall be issued by the insurers to all others whose interests are covered thereby, including, without limitation, the Unit Owners and the holders of Permitted Mortgages. In the case of the Fire Insurance Policy no Unit Owner shall do or permit any act, which would void or impair the coverage afforded by said policies or would result in an increase in the premium therefore, and shall be liable to the Board for the amount of any such increase. The provisions of this subparagraph shall not be construed to prohibit any Unit Owner from carrying other, separate insurance for his own benefit, such as, by way of illustration and not of limitation, public liability insurance covering liabilities occurring solely within his Unit or away from the Property, which liabilities will not be covered by the insurance to be carried by the Board of Trustees under the terms thereof, provided that all Such policies shall be obtained either from an insurer with which like coverage is at the time of reference being carried pursuant to the foregoing provisions or from another insurer approved by the Board of Trustees, which approval shall not be unreasonably withheld, and shall contain waivers of subrogation (having the same scope as that required with respect to the insurance to be carried by the Board there under) and provided that the insurance carried by such Unit Owner shall not affect, alter or diminish the coverage under the policies being so carried by the Board. Copies of proposed policies of insurance shall, before being effected, be delivered to the Board for approval pursuant to the terms thereof, which approval shall not be unreasonably withheld, and the policies actually issued following such approval shall provide that they shall not be modified or canceled without ten (10) days prior written notice to the Board and copies thereof shall be provided to the Board when issued. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Board of Trustees hereunder, due to prorating of insurance purchased by the Unit Owner, the Unit Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

C. The preparation of an operating budget covering expenditures in connection with the maintenance, repair and replacement of the Common Elements, costs of insurance and any other Common Expense, the amount and period to be covered by the assessment including the Common Expenses to be levied against all Unit Owners and the time for its payment. For this purpose, the Board of Trustees is expressly empowered to make the regular and special determinations and assessments on behalf of the Association that are authorized by the terms of paragraph 8A of the Master Deed, with particular reference to the following powers and duties:

(1) The Board shall assess the total amount of its regular determination of the estimated Common Expenses for the ensuing fiscal year against all of the Units and the respective Unit Owners thereof, in the same proportion as their respective undivided interests in the Common

Elements as set forth in the Master Deed. The proportionate amounts thus found applicable to each Unit shall be payable by the Unit Owner thereof to the Association in quarterly installments as provided in paragraph 10 of the Master Deed. The Board of Trustees approved budget, fees and assessments will be presented at the Annual Meeting of the Members of the Condominium Association. The Board may change the approved budget, as well as fees and assessments, presented at this meeting at any time as requirements and conditions change.

(2) By majority vote of the Board, to make interim determinations adjusting or increasing the amount of any regular assessment for Common Expenses and the installments thereof, and to levy and collect in addition thereto, special assessments for Common Expenses in such amounts as the Board may deem proper, whenever the Board is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs, or additional capital expenses, or because of emergencies; provided, however, that all such increased or special assessments shall be made or levied against the Unit Owners and the Units owned by them respectively, in the same proportions or percentages as provided in paragraph 1, Subsection C (1), of this Article VI.

(3) It shall be the obligation of the Board to take prompt action to collect assessments for Common Expenses and for any expense incurred or advances made by the Board under paragraph 1, Subsection 1) of this Article VI, together with accrued interest, from the date incurred or advanced, as the case may be. The delinquent Unit Owner shall be obligated to pay (i) all expenses of the Board, including attorney's fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (ii) any amounts paid by the Board for taxes or on account of Superior liens or otherwise to protect its lien; which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

D. The determination of all other costs and expenses due from each Unit Owner other than such Unit owner's share of the Common Expense; the manner of the assessment therefore; and the time for its payment. The following applications of these provisions are intended to define, but not by way of limitation, the scope of Board's powers hereunder:

(1) Each Unit Owner shall deliver to the Secretary original receipt bills evidencing the payment of all charges, claims, taxes and assessments against a Unit for which a lien could be filed, including by way of illustration and not limitation, real estate taxes, and assessments for municipal improvements, at least five (5) days prior to the date on which any penalty shall accrue for the non-payment thereof and shall give the Board written notice within five (5) days of the receipt by such Unit

Owner of notice or of actual knowledge of the attaching of any lien (other than the lien of a Permitted Mortgage) or the filing of any suit or other proceeding against his Unit. The Board may, but shall not be obligated to, advance any sums necessary to prevent the attaching of lien against any Unit (except the lien of permitted Mortgage)

(2) In the event of the failure or the threatened failure of any Unit Owner to comply with these By-Laws, with the Association's rules and Regulations as hereinafter defined, or with the covenants, conditions and restriction set forth in the Master Deed or in the deed of each Unit, the Board may, but shall not be obligated to, advance any funds necessary to correct or prevent any failure or threatened failure to so comply.

(3) The amounts and expenses advanced under the foregoing subsection, together in each case with interest at the rate of 3% above the current prime rate per annum, shall be promptly assessed by the board against the Unit owner, and shall be collectible and enforceable in accordance with the provisions of paragraph 1, Subsection C of this Article VI.

E. Promulgation, distribution and enforcement of Rules and Regulations of the Association governing the details of the use and operation of the Property and the use of the Common Elements by the Unit Owners and their lessees, and the employees and entities of any of them.

(1) The foregoing Rules and Regulations as adopted and/or as amended, from time to time, by the Board (the "Rules and Regulations") by resolution duly adopted, shall be subject to the right of the Unit Owners having Proportionate Interests aggregating more than 25% (77 units) by the voting interests thereof at any meeting of Unit Owners, duly recorded in the minutes of the Association, to amend, delete or add to the Rules and Regulations

(2) Association Rules and Regulations respecting the use and operation of the Units other than the Common Elements therein shall be limited to the interpretation and implementation of the restrictive use standards prescribed in paragraph 1.2 of the Master Deed.

(3) Each Unit Owner shall keep in a good state of preservation, and cleanliness, and shall be responsible at such Owner's expense, of the Unit. Compliance with the requirements of any governmental or quasi-governmental body or agency for maintenance, modification or repairs of, or additions to the Property, shall be the responsibility of the Unit Owners, or the Association, whichever has the obligation under this subparagraph to maintain and repair the portions of the Property affected thereby. Each Unit Owner shall be liable to the Association for all damage to any of the Common Elements whether within or without his Unit, and to any fixtures or personal property contained within the

Common Elements, caused by the act, omission or negligence of the Unit Owner, his family, guests, employees, agents, lessees or licensees, to the extent not covered by the proceeds of any insurance carried by the Board.

F. Preparation of a yearly audit by a public accountant of all books and records of the Association pertaining to the property, common expenses and expenses of or advances made by the Board pursuant to #1, of Subsection D of this Article VI. A copy of the yearly compilation is available in the office and may be reviewed by any Unit Owner. The foregoing shall not limit the right of any Unit Owner to inspect the books and records of the Association, as aforesaid, during business hours and upon prior written notice to the Board.

1. The Board is hereby authorized to delegate, as and to the extent it deems appropriate and permitted by the Act and the Master Deed, the powers and duties conferred upon the Board by the Terms of #1 of this Article, to one or more persons or business entities (the "STAFF") subject, at all times, to the control of the Board and the Unit Owners. The Board shall have the power to fix the compensation (such compensation to be assessed as a Common Expense) and to set forth the details of the STAFF duties and responsibilities including by way of illustration and not limitation, the power of the STAFF to engage employees and agents, who may or may not be independent contractors and to define and limit the liability of the STAFF, if any. The Board shall not be liable for the Staff's wrongful exercise of any power or duty.

2. The Board shall appoint committees as it deems appropriate to carry out its purpose in addition to the following standing Committees:

- A. Social
- B. Environmental Issues
- C. Others as they deem necessary

Each committee shall consist of a chairperson, who may not be a Trustee, a recorder, and a Trustee who will act as the liaison between the Committee and the Board, and as many members as the Chairperson and the Trustee deem necessary to carry out its purpose. Minutes will be taken of every meeting by the recorder and forwarded to the Board within twenty (20) days of the meeting. The minutes shall contain recommendations from the Committee to the Board. Minutes shall reside in the Association office, and will be available for all Unit Owners to read. Responsibilities for the Committees are as follows:

Social

The Social Committee shall coordinate and conduct social and recreational activities during the season. The Committee shall publish a calendar of social events for the season in the May newsletter, post the calendar on the bulletin board(s) and report to the Board of Trustees the result of each event along with any recommendation to improve or enhance the social activities and events of the Park. The Committee shall also submit a year-end report of the events during the season.

Environmental

The Environmental Committee shall make recommendations to the Board regarding the protection of the safety, health, and security of residents and employees. This Committee shall also recommend to the Board actions to protect, preserve and utilize the natural environment of the Park, including the lakes and common elements, so that they comply with all local, state and federal regulations.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND TRUSTEES

#1. The members of the Board and/or the Officers acting in such capacity: (i) shall not be liable for the failure of any service to be obtained and paid for by the Board hereunder, or for injury or damages to persons or property caused by the elements or by another Unit Owner or person on the Property; or resulting from electricity, water, rain, dust or sand which may leak or flow from the outside or any parts of the Building, or from any of its pipes, drains, conduits, appliances or equipment, or from any other places, unless caused by their own willful misconduct or bad faith; (ii) shall not be liable to the Unit Owners as a result of the performance of their duties for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (iii) shall have no personal liability, in contractor otherwise, to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Board or Unit Owners in the performance of their duties; (iv) shall have no personal liability in tort to a Unit owners or any other person or entity, direct or inputed, by virtue of acts performed by or for them, except for their own willful misconduct or bad faith, in the performance of their duties; (v) shall not be liable to a Unit Owner for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants or guests in a Unit or in the Common Elements, except for their own willful misconduct or bad faith; and (vi) shall have no personal liability arising out of the use, misuse or condition of the Property, or which might in any other way be assessed against or imputed to them as a result or by virtue of their performance of their duties, except for their own willful misconduct or gross negligence.

2. The Unit Owners shall indemnify Board and/or Officers and hold harmless any person, his heirs and personal representative, from and against any and all personal liability, and all expenses, including council fees, incurred or imposed, or arising out or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Unit Owners or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board or an Officer, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, in the performance of his duties, provided, in the case of any settlement, that the Board shall have approved the settlement, which approval shall not be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such Board member and/or Officer may be entitled as a

matter of law or agreement or vote of Unit Owners or of the Board, or otherwise. The indemnification by the Unit Owners set forth in this #2 of Article VII shall be paid by the Board on behalf of the Unit Owners and shall, constitute Common Expense and shall be assessed and collectible as such. Written notice of complaints brought against all of the Unit Owners, or the Board, or the Officers, employees or agents thereof, in their respective capacities as to the Board, shall promptly be given to the Unit Owners and the holders of any Permitted Mortgages, and shall be defended by the Board, and the Unit Owners shall have no right to participate other, than through the Board in such defense. Complaints brought against one or more but less than all Unit Owners or Units, for an asserted liability arising out of the ownership, occupancy, use, misuse or condition of such Unit, shall be defended by such Unit Owners, who shall promptly give a written notice thereof to the Board and to the holders of any Permitted Mortgages affecting such Units.

ARTICLE VIII

RIGHT OF ACCESS TO UNITS: COST'S: INJUNCTION

#1. The Association shall have a right of access to each Unit to: (i) inspect the Unit; (ii) remove, correct or abate violations of the Act, the Master, Deed, these By-Laws, the Rules and Regulations, or of law, or of any rules, regulations, orders, decrees, or requirements of any governmental or quasi-governmental body or agency or board of fire underwriters, or any mortgage affecting another Unit; (iii) make repairs to the Unit if such repairs are reasonably necessary for public safety or to prevent damage to other Units or to the Common Elements; and (iv) maintain, repair or replace the Common Elements contained there in, or elsewhere in the Buildings to which access can be had there from. Except as set forth in #1 of Subsection A of Article VI hereof with respect to the repair of Common Elements, the costs or removing, correcting or abating any such violations and of making any such repairs to Units shall be paid by the Unit Owner to the Association on demand. Requests for access shall be made in advance, except in cases of emergency when such right of access shall be immediate, whether the Unit Owner is present or not. Units that are neglected and deemed an "eyesore" or a blight by the Board of Trustees, shall be served notice to "clean up" "repair or replace", and after such notice, the unit is still neglected, said unit will be attended to by the BBC Condominium Assn. at the unit owners expense.

ARTICLE IX

NOTICES

#1. All notices to the Association shall be sent by registered or certified mail to the office of the Association or to such other address as the Association may hereafter designate, from time to time. All notices to any Unit Owner shall be sent by registered or certified mail to the Unit or to such other address as may have been

designated by the Unit Owner from time to time, in writing, to the Association. All notices to mortgages of Units, shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received.

ARTICLE X

AMENDMENTS TO BY-LAWS

#1. Amendments to the By-Laws shall be proposed by either the Board of Trustees or by Unit Owners of at least six (6) Units. Any proposed amendment must be reduced to writing, and shall be included in the notice of any meeting at which action is to be taken thereon.

2. The affirmative vote of 51% (157 units) is required to affect changes in the By-Laws.

ARTICLE XI

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of all meetings and proceedings of the Association and the Board of Trustees.

ARTICLE XII

DISSOLUTION

#1. In the event it shall be deemed advisable and for the benefit of the Members of the Association that the Association shall be dissolved, the procedures concerning dissolution and winding up set forth in Title 42 of the Revised Statutes of the State of New Jersey, dealing with Partnerships, shall be followed, to the extent they apply to the Association.

#2. In the event of dissolution, the assets of the Association, after the payment of all debts including mortgages and other encumbrances, shall be distributed to the Unit Owners in the same proportion as their respective Common Interests in the Common Elements.

ARTICLE XIII

RULES AND REGULATIONS

#1. The only Unit that may be installed on a site at Bayberry Cove must not contain less than 320 Square feet nor more than 400 Square feet of living area. An add-on structure may be erected but it may not be more than 10 feet wide and the enclosed area may not exceed the length of the Unit. The maximum exterior width of the Unit and the add-on structure may not exceed 23 feet. Total square footage (of the unit and the add-on must not exceed 805 square feet. Every unit shall have, as a minimum, the following set backs:

- A. 1 - 18 foot set back - road to front of unit
- B. 2 - 5 foot set back – unit & rear yard
- C. 1 - 2 foot set back – porch side

The 18-foot set back must adjoin a Bayberry Cove road and be used for parking. Maximum height of the Unit and/or the add-on shall not exceed thirteen (11 1/2) feet from floor level to the roof peak.. One shed per unit will be limited in size 48 sf – maximum 8' high

#2. All Unit Owners shall abide by all local, county and state regulations including those governing campgrounds.

#3. No individual exception or waiver of these Rules and Regulations will act as a precedent. These Rules may be amended and supplemented in the manner provided in the Master Deed and By-Laws

#4. Each Unit Owner shall keep his Unit in good state of repair and cleanliness.

#5. No sign, notice, advertisement, banner larger than 240 square inches shall displayed on the property. No radio or television aerial(s) shall be attached to or hung from the exterior of any Unit nor shall they be installed on a pole, tower or in any other manner, on the Unit property. Flagpole installations are subject to architectural review.

#6. No refuse, ashes, trash, or wet garbage shall be dumped or stored or allowed to accumulate on the property of any Unit. All refuse, shall be deposited with care in the trash receptacles provided at the recycle center and at the seasonal bulk container. Recycling is mandated by New Jersey State Laws and the Township of Upper. Burning of trash, leaves, or refuse on the Property of any Unit or Common Element is strictly prohibited.

#7. No animals of any kind except dogs or cats of Unit Owners, not to exceed one (1) per Unit without Board permission, shall be kept in any Unit or in the Common Elements. Unit owners are not permitted to keep any animals for commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium upon three (3) days written notice from the

Board of Trustees. All animals shall be carried on a leash. "Feces shall be removed immediately and disposed of as required by the New Jersey State Sanitary Code, Chapter 13 Campground, 8:22-1.46(c). The Board requires that feces be placed in approved trash receptacles or dumpsters. Pets not specifically owned by Unit Owners are not permitted in the Park. Violators of these requirements will be issued a written warning, subject to fines and reported to the local authorities.

#8. Vehicles shall be parked in the Unit owner's assigned areas. No more than two vehicles per Unit. Additional parking is provided at approved overflow parking areas. Boats, trailers and commercial vehicles over one ton (GVW) are not permitted to be parked within a Unit Owners Property. No vehicle belonging to a Unit Owner or to a member of the family or guest, tenant or employee of a Unit Owner, shall be parked in such manner as to impede or prevent ready access to another Unit Owner's vehicle. The Unit Owners, their families, their employees, agents, visitors, and licensees shall obey all posted speed limits and stop signs in the Park. No parking shall be permitted on paved roads and walkways.

#9. Except as required to prevent an accident, no Unit Owner shall cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants..

#10. No open fires of any kind shall be permitted on the property of any Unit or Common Element. Charcoal or gas grills are permitted.

#11. No drilling, refining, quarrying, or mining operations for excavation of any kind shall be permitted upon or in any Unit or Common Element.

#12. No tree shall be removed from any Unit or common ground without the prior written consent of the Condominium Staff or the Board of Trustees. The responsibility for grounds keeping, in the common area, shall be borne by the Association, which may act through agents employed for such purpose. No rocks or trees shall be painted nor shall any unit be fenced.

#13. The excessive use of intoxicating beverages of any kind is strictly prohibited on the Common Elements. Persons appearing to be intoxicated shall not be permitted to enter upon or remain within the Common Elements.

#14. Hunting, shooting or discharging of firearms, arrows or other projectiles is prohibited.

#15. No motorized mini-bikes, motorcycles, boats with motors, golf carts, ATV's, motorcycles, mopeds, motorized motor scooters or similar vehicles may be operated within the Condominium grounds or (maintained on the Unit), except by the employees and/or contractors of the Association for maintenance or security purposes. Disabled Unit Owners may apply for a waiver from the Board of Trustees.

#16. No Unit Owner shall use or permit to be stored on the Property of any Unit or Common Element any flammable oil or fluid, such as gasoline, kerosene, naphtha,

benzene, explosives, or fireworks or articles deemed extra hazardous to life, limb or property. Propane is limited to 240 pounds per Unit.

#17. No Unit Owners, shall plant, place, prune or remove trees, shrubs or other plants in or on any portion of the Common Elements. The responsibility for grounds keeping shall be borne by the Association which may act through agents employed for such purpose. Nothing contained herein shall be deemed to prevent a Unit Owner from planting grass, plants or shrubbery on the Limited Common Elements appurtenant to his Unit in accordance with the Master Deed. No trees may be planted on the Common Element without written permission of the Association.

#18. Any damage to any portion of the Condominium Property (Private or Common Element) caused by minor children of Unit Owners or their guests shall be repaired at the expense of the Unit Owners. Parents shall be held responsible and financially liable for the actions of their minor children. Unit Owners shall also be held financially liable for any damages caused by the actions of their guests.

#19. Complaints regarding condominium employees or the actions of other Unit Owners, members of their families, guests or licensees shall be made in writing, signed and sent to the Board of Trustees.

#20. Electrical Service.

Atlantic Electric will supply a. 110/220-volt electric service to each unit. The meter and the meter base are the responsibility of the Unit Owner.

b. No Unit shall be permitted to connect or attach the following electrical appliances:

1. Washers or Dryers
2. Garbage Disposal
3. Dishwasher
4. Through the wall/window Air Conditioning unit

#21. No bicycles, scooters, baby carriages or similar vehicles or toys or, other personal articles shall be allowed to remain unattended in any part of the Common Elements except in approved facilities. Bicycles must be operated and equipped with NJ State mandated equipment.

#22. No Unit Owner shall make excessive noises to include the loud playing of radios. Flood or spotlights are not permitted on the Unit owner's property. Observe our quiet hours - 11:00 PM to 8:00 AM. There is an 11:00 PM curfew for children under 16 years of age except when accompanied by an adult. Pre-school children must be accompanied by an adult at the pool and lake. Rowdy behavior will not be tolerated and vandals will be prosecuted.

#23. Vehicle Registration

- a. No vehicles will be permitted in the Park unless they possess a current and valid State registration and State inspection if required.
- b. No vehicle, even if properly registered and inspected, may be left in the Park between November 1 and March 31 of the following year.

- c. At the Board's discretion, any vehicle in the Park between November 1 and March 31 of the following year may be removed at the owner's expense..
- d. No vehicle will be permitted to park in the boat yard.

#24. Architectural Reviews

- a. An Architectural Review Form must be completed, submitted to and approved by the Board of Trustees for but not limited to the following:
 - 1) New Condo Unit and their placement on the lot
 - 2) Landings, stairs, decks and add-ons
 - 3) The removal of trees or shrubbery - see item #12
 - 4) The construction or placement of sheds (maximum size is 48 sf
 - 5) The installation and placement of new or existing air conditioning units
 - 6) Any additions or renovations of a Unit and/or add-ons or parking areas
 - 7) Any plans for new or existing landscaping/landscape lighting, paving block walkways & patios, including wooden or other curbing.
 - 8) Any and all changes to the site, Condo Unit, add-ons, or connected structures not specifically mentioned above

- b. The Architectural Review Form can be obtained from the condominium association staff. Approval must be obtained before entering into any contractual obligation or actual work begins. Approval will not unnecessarily be withheld for any of the above items meeting appropriate local and state regulations and applicable Master Deed and Association By-Laws provisions.

- c. The Unit Owner must have an approved Architectural Review Form prior to applying for all applicable NJ State and Local Permits. An approved Architectural Review Form and all permits must be on hand prior to the commencement of any work.

#25. Unit owners wanting to hold parties and gatherings on common elements must make reservations with the Condominium Staff..

#26. Swimming Pool and Common Lake Rules and Regulations:

- a. No diving.
- b. Pool tags must be worn by everyone inside the swimming pool fence and at Common Lake.
- c. Unnecessary roughness, ball playing, running, pushing, loud radio playing and any disturbances are prohibited.
- d. Profanity, vulgarity or other improper behavior are prohibited.
- e. No pets are allowed in the pool and Common Lake areas.
- f. No glass containers are allowed in the pool area. Eating is permitted in the Pool & Common Lake Area and Unit Owners are reminded to place all trash in the receptacles provided.
- g. smoking is allowed in the pool/Common Lake areas. Smokers

must use containers for ashes & butts. Smokers disregarding this rule will be prohibited from smoking in pool & common lake areas.

- h. No trash of any kind shall be thrown into the pool or Common Lake.
- i. Persons using the pool and Common Lake are responsible for the removal of items brought to the area.
- j. No persons with fevers, colds, a cough, inflamed eyes, skin diseases or bandages shall be allowed in the pool or Common Lake.
- k. Bobby pins, hairpins etc., must be removed before entering the pool.
- l. Children wearing disposable diapers without rubber pants covering the diapers will not be allowed in the pool or Common Lake.
- m. Children under twelve (12) years old will not be permitted in the pool or Common Lake unless accompanied by a responsible adult.
- n. No child under the age of twelve (12) shall swim in the pool or Common Lake without first demonstrating their swimming abilities to the lifeguard; i.e., passing a test
- o. Inflatables, including but not limited to rafts, floats, tubes, and beach balls may be used in the pool and at Common Lake at the discretion of the lifeguard.
- p. Social conversation with the lifeguards is prohibited
- q. The lifeguards are the ultimate authority for the enforcement of any and all of the swimming pool and Common Lake Rules and Regulations.
- r. Swimming in the Pool or Common Lake is permitted when there is no lifeguard on duty. Swimming during these times is at swimmers own risk. Children _____? years and under must be accompanied by an adult swimmer.

#27. Boats and boat trailer storage:

- a. Seasonal - boats and boat trailers stored, in the Boat Storage Area must be registered with the Condominium Association and a contract executed accordingly.
- b. Temporary - Guest of Unit Owners and Unit Owners are permitted to park or store their boats in the boat storage area, on an as available basis, for a fee, established by the Board. Storage is limited to a two-week period per season. Boats and trailers must be registered with the Association.

#28. Water conservation:

- a. Unless approved in advance by the Board of Trustees all toilets must be a low flush 1.6-gallon maximum capacity type.
- b. The Board recommends that water saving showerheads be installed in each unit.
- c. Hot water heaters shall be limited to systems with a maximum capacity of twenty (20) gallons.

#29. The Board of Trustees reserves the right to amend the Rules and Regulations at any time, without notice. Such amendments shall immediately become binding upon all Unit Owners, following notice to the unit Owners.

ARTICLE XIV

PENALTIES FOR NON-COMPLIANCE AND DEFAULT

The Board of Trustees for Bayberry Cove Condominium Association has adopted the following Penalties for Non-Compliance and Default.

GENERAL

Sanctions as hereinafter set forth shall be imposed upon the Unit Owners for failure of a Unit Owner, guest, invitees, employees, etc., to comply with any of the terms of the Condominium Rules and Regulations, Amendments to the Rules and Regulations, By-Laws and the Master Deed.

NOTICE

Upon presentation to a member of the Board of Trustees of a failure of a Unit Owner to comply with any of the terms of the condominium documents, the Board will:

- a. Notify the Unit Owner by Certified Mail, Return Receipt Requested, regarding the nature of the deficiency and required action to rectify the situation.
- b. Included in the notice shall be the date and time of the next Board of Trustees meeting at which time the Owner shall present reasons why penalties shall not be imposed.

HEARING

The non-complying Unit Owner shall present reasons why penalties should not be imposed, for non-compliance of a term(s) of the Condominium Rules and Regulations, Amendments to the Rules and Regulations, By-Laws and The Master Deed, to the Board of Trustees, as described in the notice from the President of the Board of Trustees, to the Unit Owner. Following the presentation or the lack of appearance by the non-compliant Unit Owner, the Board of Trustees will make a decision regarding the documented non-compliance including penalties and forward a written decision to the non-complying Unit Owner, by certified mail, to his permanent address, not later than ten (10) days after The Board Meeting where the non-compliance was presented.

NON-COMPLIANCE VIOLATION

The failure to comply with any term to The Condominium Rules and Regulations, Amendments to the Rules and Regulations, The By-Laws and the Master Deed in any twenty-four hour period shall be considered a new non-compliance. A single non-compliance violation may be single event (such as not cleaning up after a dog) that could accumulate to multiple non-compliance violations and thus incur multiple penalties or it could be a single non-compliance violation that is on going (such as not receiving approval to place a shed).

PENALTIES

Penalties will be assessed as follows:

- a. First non-compliance or violation - a fine not in excess of \$25.00. ?
- b. Second non-compliance or violation - a fine not in excess of \$100.00. ?
- c. Third and subsequent non-compliance or violations - a fine not in excess of \$250.00. ?

Payment of Penalties

Penalties shall be paid not later than thirty (30) days after receipt of the notice.

Collection of Penalties

Penalties shall be treated as an assessment subject to the provisions for the collection of assessments as set in the New Jersey Condominium Act.

Application of Penalties

All monies received shall be allocated as directed by the Board of Trustees.

Non-exclusive Remedy

The penalties shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association or other Unit Owners is otherwise legally entitled.

EXCLUSIONARY

The Rules and Regulations and Penalties for Non-Compliance and Default are effective on the date of issue. Unit Owners who's Units are not in compliance, on the date of issue, are grand fathered, if the non-compliance is not in violation of State or local ordinances. However, changes made to their Units after The Rules and Regulations, Amendments to the Rules and Regulations, The By-Laws and The Master Deed have been issued, shall be consistent with the spirit and intent that the Board of Trustees intended when they issued them. Any Unit Owner who violates these Rules and Regulations henceforth shall be subject to the Condominium Penalties.

ARTICLE XV

RENTAL POLICY

#1. A Unit Owner in good standing (all condominium fees paid and up to date) may rent their unit two (2) times during the season (April 1 through October 31).

#2. The Office must be notified in advance of the pending rental, and the specific dates by completing a copy of the Rental Information Sheet. The Rental Information Sheet may be obtained from the office. All information on the Rental Information Sheet must be completed. A copy of the Rental Information Sheet is listed as attachment "A" to these By-Laws.

#3. The number of renters in any unit should not exceed 7.

#4. Two (2) vehicles will be permitted during the rental period. A description of all vehicles will be required to be submitted in advance. Temporary gate passes will be issued to the renters, by the office. A refundable security deposit of \$10.00 for each pass will be required. The security deposit will be forfeited for lost or broken cards.

#5. The Unit Owners will be responsible for informing their renters of all Bayberry Cove Rules and Regulations.

#6. The Unit Owners signature on the Rental Information Sheet acknowledges that they are responsible for the conduct and acts of their renters.

#7. Any damage incurred to the common grounds or to other unit owner's property by renters will be the responsibility of the unit owner renting their respective unit. Any corrective action required will be done to the satisfaction of the unit owner and or the Board of Trustees.

#8. Renters must wear pool tags when in the pool area and lake areas. These tags are available in the office.