

*All Deed Bk
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25270

*c/R. Tall Timbers
R.D.#5 Box 488
Sussex, N.J.
07461*

MASTER DEED
INDEX

SUBJECT	ARTICLE/SECTION	PAGE
SUBMISSION	I	1
LOCATION	II	1
NAME OF CONDOMINIUM	III	1
CAMPSITES	IV	1
COMPLIANCE WITH LAW/USE OF CAMPSITES	V	1
Use as Campground		1
Compliance with Documents' Provisions	A B	1
COMMON ELEMENTS OF CONDOMINIUM	VI	
Definition		2
Ownership Interest	A B C D E	2
Indivisible		2
Alteration & Improvements		2
Use of Common Elements		2
ASSOCIATION PROPERTY	VII	
Roads		3
Rights-of-Way	A B C	3
Water & Sewage		3
RECREATIONAL AMENITIES AND FACILITIES	VIII	
Condominium: None		3
Right to Use	A B C D	3
Election to Use		3
Annual Determination		3
EASEMENTS/RIGHTS-OF-WAY/RESERVATIONS	IX	
Declarant's Reservations		3
Utility Companies' Rights-of-Way	A B C D E F G	4
Community Right		4
Municipality's Access		4
Easement for Use		4
Development		4
Private		4
ASSOCIATIONS	X	
Condominium Council		4
Tall Timbers Property Owners' Association	A B	7
PROTECTIVE COVENANTS	XI	8
ENFORCEMENT OF COVENANTS	XII	11
LIENS	XIII	11
GRANTEE'S ACCEPTANCE	XIV	12
MUNICIPALITY BENEFICIARY	XV	12
AMENDING THIS DOCUMENT	XVI	12
Declarant's Rights		12
Campsite Owners' Rights	A B	12
SERVICE OF PROCESS	XVII	12
INCORPORATION OF ASSOCIATION'S BY-LAWS	XVIII	13
SEVERABILITY	XIX	13

COUNTY OF SUSSEX
 CONDOMINIUM *None*
 HELEN C. ACKERMAN
 SUSSEX COUNTY CLERK'S
 OFFICE-NEWTON N.J.
 7/10/78 BY *SM*

REC'D & RECORDED
 78 JUL 10 AM 11.16
 HELEN C. ACKERMAN
 SUSSEX COUNTY CLERK'S
 OFFICE-NEWTON N.J.

FR 10 79- 28913 ***73.00
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MASTER DEED

DECLARATION OF CONDOMINIUM, made this 5th day of July, 1978 by Tall Timbers, Inc. of R.D. #2, Box 488, Sussex, New Jersey (hereinafter sometimes referred to as the Declarant) pursuant to N.J.S. 46: 8B-1-30 (Condominium Act) does hereby declare on behalf of itself, its successors, and assigns and grantees and their respective heirs, successors, and assigns, that, from and after the date of recording of this declaration in the office of the Sussex County Clerk, the property hereinafter described shall be subject to the aforesaid act and each and all of the terms thereof, as well as the provisions of this deed, together with all necessary exhibits thereto.

ARTICLE I. SUBMISSION OF PROPERTY

The Declarant hereby submits the land hereafter described in Exhibit A-1 attached hereto and made a part hereof together with the improvements thereon presently owned by Declarant in fee simple absolute to the provisions of N.J.S. 46: 8B-1-30, Condominium Act.

ARTICLE II. LOCATION OF PROPERTY:

The property described in Exhibit A-1 is part of the campground community known as Tall Timbers located in Vernon Township, Sussex County, New Jersey.

ARTICLE III. NAME OF CONDOMINIUM:

The property described in Exhibit A-1 shall be known and is designated as Dogwood Section, a Condominium (hereinafter referred to as a Condominium).

ARTICLE IV. CAMPSITES:

Exhibit A-2 attached hereto and made a part hereof is a survey of the property described in Exhibit A-1 setting forth 121 campsites identified by distinct number, the dimensions of each campsite, the location and description of the common elements appurtenant to each campsite and the improvements erected or to be erected on each campsite and the property.

ARTICLE V. COMPLIANCE WITH STATUTES AND ORDINANCES:
USE OF CAMPSITES:

- (A) The property described in Exhibit A-1 is subject to and shall be used and operated as a campground, in accordance with the provisions of N.J.A.C. 8:22-11 et seq. and any duly enacted ordinances of the Township of Vernon or Sussex County relating to campgrounds.
- (B) Each campsite shall be used in accordance with the statutes and ordinances described in paragraph (A) of this Article, and the provisions of the Master Deed, the By-Laws of the Condominium Council, the By-Laws of the Tall Timbers Property Owners Association as those documents may be amended and supplemented and such rules and regulations as may be promulgated from time to time by the Condominium Council or the Board of Directors of the said Association.

ARTICLE VI. COMMON ELEMENTS OF THE CONDOMINIUM :

(A) DEFINITION

The common elements of the Condominium in which each campsite owner shall own a proportionate interest shall consist of the following:

- (1) The roads situate in the tract which comprises the Condominium.
- (2) the green areas situate in the Condominium.
- (3) the bath house situate in the Condominium, if any.
- (4) the septic system servicing the campsites in the Condominium, the drainage field for same, and any necessary rights-of-way, easements or parcels of land necessary to maintain the system.

(B) OWNERSHIP INTEREST OF COMMON ELEMENTS

The owner of each campsite shall also own a proportionate undivided 1/121st or .83+% interest in the common elements of the Condominium as described above. The share of each campsite owner in the common elements applicable to each campsite shall be appurtenant thereto and inseparable from the ownership thereof.

(C) COMMON ELEMENTS INDIVISIBLE

In order to effectuate the intent hereof, and to preserve the Condominium and the Condominium method of ownership, the property shall remain undivided and no person, irrespective of the nature of his interest in the property, shall bring any action or proceedings for partition or division of the property or any part thereof until the termination of this Condominium in accordance with the provisions set forth herein or in the By-Laws of the Condominium Council.

(D) ALTERATIONS AND IMPROVEMENTS

Any alterations and improvements may be made to the common elements provided the making of such alterations or improvements is first approved by the affirmative vote of the campsite owners representing at least fifty-one (51%) percent of the owners in the Condominium together with the approval of the holder of any first mortgage present upon the premises.

(E) USE OF COMMON ELEMENTS

- (1) No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Council. The common elements shall be utilized in such a manner as will not restrict, interfere or impede the use thereof by other campsite owners.
- (2) Each campsite owner in the Condominium shall be liable for any damage to the common elements caused by himself or his family, guests, servants, or invitees, and he shall pay for the repair or restoration of the same at his own cost and expense. The Council shall have the right to effect such repairs and assess the cost thereof to the campsite owner who caused such damage.

ARTICLE VII. ASSOCIATION PROPERTY:

The Declarant, its successors and assigns from time to time shall convey to the Tall Timbers Property Owners Association subject to any easements or rights-of-way which are of record or existing on the ground or which may be reserved to the Declarant, its successors and assigns, the following:

- (A) the roads lying and situated in the campground community which are not part of any Condominium.
- (B) the rights-of-way, easements and tracts or parcels of land necessary to maintain and operate the water system which supplies the community and each campsite in the community with water.
- (C) the water system and the sewage disposal centers commonly called dumping stations.

ARTICLE VIII. RECREATIONAL AMENITIES AND FACILITIES:

- (A) There are no recreational amenities or facilities located within the Condominium nor shall any be constructed by the Declarant, the Condominium Council or the Tall Timbers Property Owners Association.
- (B) Each campsite owner shall have the perpetual right to use the recreational amenities and the facilities located within the community whether same be presently in existence or constructed at a later date by the Declarant, its successors or assigns. Provided, however, that a campsite owner's right to use same shall be under and subject to and conditional upon the following:
 - (1) the individual campsite owner's annual voluntary election to use the said facilities and amenities, This right to be exercised in accordance with the terms and conditions of a certain Facility Licensing Agreement labeled Exhibit A-3 attached hereto and made a part hereof.
 - (2) the payment of the fee or charge which the Declarant, its successors or assigns may charge for the year in question pursuant to the said Facility Licensing Agreement.
 - (3) the terms and conditions of the said Facility Licensing Agreement.
 - (4) the rules and regulations governing the use of the said amenities and facilities as may be promulgated by the Declarant, its successors and assigns from time to time.
- (C) Notwithstanding the provisions of Section B of this Article, a campsite owner's right to use the said amenities and the facilities shall be construed as an annual licensing arrangement renewable on an annual basis upon the campsite owner's election to use same during a particular year and his compliance with the aforementioned.
- (D) Should a campsite owner elect not to exercise his right to use the recreational amenities and facilities for any one year, this shall not preclude him from making such an election in any future year.

ARTICLE IX. EASEMENTS, RIGHTS-OF-WAY AND RESERVATIONS:

- (A) The Declarant reserves for itself, its successors and assigns, the Tall Timbers Property Owners Association and the Condominium Council, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:
 - (1) The use and maintenance of drainage courses. These easements are ten (10) feet in width unless otherwise specified on the recorded plat and are centered around the existing drainage channels.
 - (2) The maintenance and permanent stabilization control of slopes as may be listed as slope easements on the plat.
 - (3) Those easements, rights-of-way necessary to maintain the water lines and sewage disposal system serving the Condominium and the campsites situate therein.
 - (4) Additional easements shall be granted as are required for the practical construction, operation and maintenance of any electrical facilities.

- (B) Declarant has dedicated, or will dedicate, to the appropriate utility company or companies' rights-of-way and easement areas for the installation and maintenance of public utilities over strips of land five (5) feet in width along the rear property line and fifteen (15) feet in width along the front property line of each campsite as noted on the plat.
- (C) Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of community footpaths and the like within the rights-of-way and easement areas reserved above.
- (D) Declarant, for itself, its successors and assigns, hereby declares that the Township of Vernon, County of Sussex, State of New Jersey (but not the public in general) shall have a perpetual nonexclusive easement to enter upon all roadways, streams, lakes, parking areas, driveways, walkways and sidewalks, for purposes of maintaining the safety, health, welfare, police and fire protection of the citizens of said Township, including the residents of the Condominium. This section is not intended in any manner to infer or to specify a dedication to the public of any such areas but to provide ample authority in and to the municipality and its duly designated agents, to pass in, over and upon, and to utilize said areas, as shall be necessary to protect and promote the public health and welfare.
- (E) An easement for the use and enjoyment of such streets and open spaces or green areas not owned by the Declarant is reserved to the Declarant, its successors and assigns, the persons who are from time to time members of the Tall Timbers Property Owners Association or invitees of the aforementioned persons.
- (F) Notwithstanding any rights of the Tall Timbers Property Owners Association with regard to any green areas reserved to Declarant, same shall be subject to the rights of the Declarant for the orderly development of additional Condominium sections within the community.
- (G) Notwithstanding any provision in this section all of the streets, open space and amenities designated on the plat annexed as Exhibit A-2 are private and neither Declarant's execution or recording of the plat nor any other act of the Declarant with respect to the plat is, or is intended to be, or shall be construed as a dedication to the public of any of the said streets, open spaces or amenities.

ARTICLE X. ASSOCIATIONS: (Condominium Council; Tall Timbers Property Owners Association)
 Every person who acquires title, legal or equitable, to any campsite in the Condominium shall automatically become a member of the Condominium Council and the Tall Timbers Property Owners Association and subject to the By-Laws and rules and regulations which may be promulgated by those entities from time to time.

(A) CONDOMINIUM COUNCIL

(1) Purpose:

The Condominium Council, a non-profit corporation, shall be the legal entity having the right, duty, authority, responsibility and obligation to promote the community welfare of the campsite owners in the Condominium including but not limited to:

- (a) the administration, occupancy, management and operation of the Condominium.

- (b) the maintenance, repair and upkeep of the green areas, roads, bath house, if any, the septic system serving the Condominium and all other common elements, within the Condominium and the appurtenant drainage and slope easements reserved by Declarant pursuant to Section IX of this Master Deed.
- (i) specifically, all conduits, plumbing pipe lines, wiring and other facilities for the furnishing of septic, electric and water services to a campsite located within the Condominium unless same is a part of the water system for the community in which case the Tall Timbers Property Owners Association shall accomplish same; provided however, that each campsite owner shall be responsible for the maintenance and upkeep of the utility hook-ups on his campsite, and additionally provided, that the Administrator act on behalf of the Council in this responsibility in accordance with the By-Laws of the Condominium; and further,
- (ii) that the Council, and the Administrator acting on its behalf shall be responsible for all incidental damage caused to a campsite by such work as may be done; and provided further,
- (iii) that the Council shall not be or become liable to any person for failure to provide maintenance, repair or replacement unless it shall have failed to provide the same after notice in writing stating the need therefor.
- (c) the promulgation and enforcement of all rules and regulations necessary for the orderly and proper use and enjoyment of the roads, green areas and bath house, if any, and all other common elements situate within the said Condominium, subject to the right of a majority of campsite owners to change any such rules.
- (d) The enforcement of the restrictions, prohibitions, terms and conditions of this Master Deed and the By-Laws of the Council.
- (e) the provision of trash, garbage and refuse collection for the Condominium.
- (2) Voting:
There shall be one vote per campsite in the affairs of the Council. The said vote shall be cast by the owner or owners of the campsite in accordance with the provisions of the By-Laws of the Council.
- (3) Common Expense Charge:
The Council shall have the right, duty and authority to determine, levy and collect from each campsite owner including the Declarant, for each campsite owned in the Condominium, a fee or charge known as the common expense charge. Said common expense charge to be determined from time to time in accordance with the By-Laws of the Council to enable it to carry out its purpose and to provide and promote the general well being of the

campsite owners in the Condominium. Declarant shall only be assessed for Condominium campsites for which full municipal and Department of Housing and Urban Development approvals have been obtained and not for other lands and premises.

- (a) The common expense charge shall include but not be limited to the following items of expense:
- (i) Assessments by the Tall Timbers Property Owners Association as hereinafter provided.
 - (ii) The cost of maintaining the roads and green areas, bath house, if any, and all other common elements.
 - (iii) The property taxes on the roads and green areas, bath house and all other common elements.
 - (iv) The insurance premiums necessary to provide the insurance coverage provided for herein or in the Condominium By-Laws.
 - (v) The maintenance, up-keep and repair and cleaning of the bath house.
 - (vi) The Administrator's fee.
 - (vii) Administrative and operating costs of the council including accounting and legal services.
 - (viii) Purchasing, maintenance and replacement of any equipment and supplies.
 - (ix) Contingent reserve accounts.
 - (x) Utilities for the common elements.
 - (xi) Garbage, trash and refuse collection and disposal.
 - (xii) The costs of such other items as the Council shall determine from time to time are necessary for the upkeep, maintenance and administration of the Condominium.
- (b) Each campsite owner shall pay when due his common expense charge. If he shall fail to do so, the Council may collect interest thereon at the highest rate then permitted by law. In addition, each campsite owner shall reimburse the Council for all costs and expenses reasonably incurred in the collection of any delinquent amounts.
- (4) Special Assessments:
The Council shall, in addition to the common expense charge, have the right, duty and authority to levy and collect when same are necessary, special assessments in accordance with the provisions of the By-Laws of the Condominium.
- (5) Surplus:
Each campsite owner shall share the common expenses and shall own the common surplus as defined in the Condominium By-Laws.
- (6) Management:
Management of Council affairs shall be provided by the following:
- (a) The Council shall elect and delegate authority to a Board of Directors as specified in the Condominium By-Laws.

- (b) The Board of Directors shall engage and employ an Administrator in accordance with the provisions of the Condominium By-Laws.
- (B) TALL TIMBERS PROPERTY OWNERS ASSOCIATION
- (1) Purpose:
 The Tall Timbers Property Owners Association, a non-profit corporation, shall be the legal entity which shall act as an advisory body to the various Condominiums situated throughout the community with regard to the development and management of the entire community and shall be responsible for same having the necessary rights, powers, duties and authority to insure the proper development and management of same. In addition, the Association shall have the right, duty, responsibility, obligation and authority to accomplish the following:
- (a) the ownership, upkeep, maintenance, repair and the regulation of the roads in the community which are not part of or lying and situate in a Condominium.
 - (b) the ownership, upkeep, maintenance and repair of the water system supplying water to the various Condominiums situated in the community and the campsites situate therein.
 - (c) ownership, upkeep and maintenance of any green areas or open spaces which are not part of a Condominium and the ownership of which is not reserved to the Declarant.
 - (d) the promulgation and enforcement of the rules and regulations providing for the orderly and proper development use and operation of the community known as Tall Timbers.
 - (e) the ownership, upkeep and maintenance of the dumping stations in the community.
 - (f) the administration and development of the said community.
- (2) Voting:
 Each campsite shall have one vote in the affairs of the Association in accordance with the provisions of the Association By-Laws.
- (3) Association Dues:
 The Association shall have the right, duty and authority to determine and levy from each campsite owner in the community including the Declarant, a fee or charge known as the Association Dues. Said Association Dues to be determined from time to time in accordance with the By-Laws of the Association. Provided, however, that the Declarant shall only be responsible for the payment of such dues for campsites which have full municipal and Department of Housing and Urban Development approvals and not for other lands and premises.
- (a) The Association Dues shall include but not be limited to the following items of expense:
 - (i) The cost of maintaining the roads and any green areas in the community other than those located within Condominiums.
 - (ii) Water charge.
 - (iii) The insurance premiums necessary to provide the insurance coverage provided for in the Association By-Laws.

- (iv) The administrative and operating costs of the Association including accounting and legal services.
 - (v) Purchasing, maintenance and replacement of equipment and supplies.
 - (vi) Contingent reserve accounts.
 - (vii) Security for the community.
 - (viii) The cost of such other items as the Association shall determine from time to time are necessary for the upkeep and maintenance of the community.
- (b) The Association assigns to the Condominium, the right to collect and turn over to the Association, together with an accounting of same, these Association Dues.
- (4) Powers of the Association:
The Association shall have the right, duty and responsibility to insure that the Condominium and the campsites situated therein shall be used, operated and maintained in accordance with the laws of the State of New Jersey, the ordinances of Vernon Township, the provisions of this Master Deed, the By-Laws of the Condominium, the By-Laws of the Tall Timbers Property Owners Association and any rules and regulations promulgated by the Council or the Association.
- (a) Provided, however, that the Association shall only enforce the aforementioned if the Council shall fail to act to enforce same or enforce same in a negligent or improper manner.
 - (b) Provided further that the Association shall not interfere in the operation or administration of the Condominium unless same is necessary under sub-paragraph (a) hereof or the general welfare of the community shall necessitate same as determined by the vote of a majority of the members of the Association.
 - (c) Provided further that the Association shall have no right to interfere in the operation or administration of the Condominium or regulate the campsites therein unless required under this provision.
- (5) Management:
Management of the Association affairs shall be provided by the following:
- (a) Board of Directors:
Each Condominium shall elect one member to the Board of Directors of the Association in accordance with the By-Laws of the Association and the By-Laws of the applicable Condominium Council.
 - (b) The Board of Directors shall engage and employ an Administrator in accordance with the provisions of the Association By-Laws.

ARTICLE XI. PROTECTIVE COVENANTS:

- (A) No campsite shall be used except for camping purposes.
- (B) No campsite shall be used as a residence.
- (C) No permanent structures of any type shall be erected, placed or permitted to remain on any campsite.

- (D) Recreational vehicles, and tenting intended for temporary use, are the only shelters which can be utilized on a campsite. The administrator can require an owner to move his camper for a period of twenty-four (24) hours at any time to show mobility.
- (E) Only that equipment and those recreational vehicles approved by the Council shall be utilized on any campsite. The Council shall maintain a current approved list of same which shall be available to all campsite owners. The Council shall incorporate into its rules and regulations, in this respect, the rules and regulations of the Association's Campsite Control Committee.
- (F) No sewage or waste disposal structures, systems or operations whether of a permanent or temporary nature, shall be permitted on any campsite in the Condominium, except those installed by the Declarant, or for which written permission of Declarant and the Council or the Administrator acting on behalf of the Council has been given.
- (G) No drilling for water or digging of water wells shall be permitted on any campsite.
- (H) No animals or livestock of any description except the usual household pets shall be kept on any campsite. Every dog or other pet permitted in the Condominium shall be maintained under control at all times and shall not be permitted to create a public health or noise nuisance. Pets shall not be left unattended at a campsite. Animal waste shall be removed immediately and disposed of in a sanitary manner.
- (I) All signs and billboards of any and every kind are prohibited.
- (J) No stripped down, partially wrecked or junk motor vehicle or sizeable part thereof, and no discarded or abandoned material of any kind shall be permitted to be parked, stored or maintained on any campsite or along any service driveway, street, park area or common area within the Condominium.
- (K) No noxious offensive or illegal activities shall be conducted on any campsite nor shall any conduct or activity be permitted that is or becomes an unreasonable annoyance or nuisance to the Condominium, nor shall any grease, cooking oils, animal fats or detergents be poured, spilled or otherwise disposed of on the ground within the community.
- (L) No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any campsite.
- (M) No tree shall be removed from any campsite without the prior consent of the Council or the Administrator acting on behalf of the Council.
- (N) No trash, ashes, garbage, or other refuse shall be dumped or stored or accumulated on any campsite. All such materials shall be deposited in refuse containers provided within the community.
- (O) No open fires of any kind shall be permitted on any campsite with the exception of a campfire and such campfire must be attended at all times and thoroughly extinguished upon completion of use. Campfires shall be used in such a manner that they will not create a hazard to vegetation, undergrowth, trees and camping units.
- (P) No recreational vehicles of any type may be driven or towed in a reckless manner on or along any street within the Condominium or the community. Further, all such vehicles must observe speed restrictions and noise limitations throughout the Community as established from time to time by the Tall Timbers Property Owners Association.
- (Q) The excessive use of intoxicating beverages of any kind is strictly prohibited on any campsite and persons who appear to be intoxicated shall not be permitted to enter upon or remain within the community.

- (R) No hunting, shooting or discharging of firearms, arrows or other projectiles shall be permitted.
- (S) No minibikes, trail bikes, snowmobiles or like vehicles may be operated within the community or maintained on the campsites, except for security purposes.
- (T) All campsites shall be maintained in a clean and wholesome condition.
- (U) No natural rocks shall be painted nor shall there be introduced in the Condominiums such alien materials as neon signs, metal stanchions, or the like.
- (V) No campsite shall be fenced.
- (W) No enclosed porches shall be permitted on the campsites or attached to the camping vehicle.
- (X) Other than the campsite owner's tent or recreational vehicle, only a nameplate, campsite identification number, storage shed, screened enclosure, picnic table, fireplace, and/or barbeque approved by the Council shall be permitted on the campsite.
- (Y) The Declarant, the Tall Timbers Property Owners Association, the Council and the Administrator shall comply with all provisions of N.J.A.C. 8-22-1.1 et seq. relating to campgrounds. Thus from November 1 to April 1, the occupancy of any one (1) campsite shall be restricted to a period not to exceed twenty-one (21) days during any thirty (30) day period. Recreational vehicles when not in use may remain on the campsite. As a further means of insuring seasonal use and minimizing Condominium costs, the Tall Timbers Property Owners Association shall discontinue all water service to the campsites in the Condominium during said period of November 1st to April 1st, inclusive, of each year. Declarant shall, however, allow use of individual campsites consistent with the above cited provisions of the New Jersey Administrative Code and shall furnish water and toilet facilities at bath houses owned by Declarant during this period. This provision is a restrictive covenant binding upon all campsite owners. Provided, however, that if the laws of the State of New Jersey which are applicable to this provision shall be altered, changed, modified, or amended or new laws or regulations are enacted then this provision shall be deemed to and shall be automatically amended to conform to such enactment(s).
- (Z) No campsite shall be occupied by any person who has not obtained the requisite membership in the Tall Timbers Property Owners Association.
- (AA) The common elements shall be used for the furnishing of services and facilities for which the same are reasonably intended.
- (BB) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to other owners or which interferes with the peaceful possession and proper use of the property by its owners.
- (CC) No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and restrictions of record and regulations of all governmental bodies having jurisdiction thereof, as well as the rules and regulations of this Condominium shall be observed. The respective responsibilities of each campsite owner and the Council for complying with the requirements of government bodies or the Association may require maintenance, modification or repair of the property or any portion thereof and shall be the same as hereinabove provided for the maintenance and repair of that portion of the property subject to such requirements.

ARTICLE XII. ENFORCEMENT:

- (A) The Council, the Administrator on behalf of the Council and one or more campsite owners shall be entitled jointly and severally to maintain equitable or legal proceedings to enjoin, abate or obtain other appropriate relief in respect to any and all breaches of the covenants of this Master Deed or the By-Laws of the Council. Provided, further, that this right shall not in any way limit the aforementioned from proceeding on any other remedies available to them herein or as set forth in the By-Laws or by operation of law.
- (B) The Council or the Administrator on behalf of the Council, shall have a right of access to any part of any campsite for the purpose of making inspections or for the purpose of correcting any condition likely to result in a breach of any protective covenant or for the purpose of abating, remedying or correcting such breach at the expense of the responsible party or parties and for the purpose of providing management services, provided that requests for entry are made in advance and that such entry shall be made at a reasonable time.
- (1) In the event an owner of any campsite in the Condominium shall violate the Restrictions as to usage of the campsite or attempt to place or erect any permanent structure on any campsite or place any equipment or structure of any kind that remains for a period of over thirty (30) days, the Council, or the Administrator on its behalf shall have the right, through its agents and employees, to enter upon said campsite and remove the same, or correct the violation.
- (a) The Council shall first notify the owner of any campsite, in writing, of its intent to so enter upon the premises and allow the owner ten (10) days to accomplish a correction of the violation before the Council shall exercise its right to enter upon said campsite as empowered by these Restrictions.
- (b) The cost of such maintenance or violation correction shall be levied upon the campsite owner in violation as a special assessment.

ARTICLE XIII. LIENS:

Pursuant to N.J.S. 46: 8B-21 Section 21 of the Condominium Act any and all amounts including interest and costs due under the Master Deed which are unpaid shall constitute a lien upon the campsite of the individual who shall have failed to pay same and his interest in the common elements of the Condominium appurtenant thereto. The said lien shall attach from the date of the recording of same in the applicable records of Sussex County and may be foreclosed by the Council in like manner as a mortgage on real property. In any such foreclosure proceeding, the campsite owner shall be required to pay the costs and expenses of the proceeding, reasonable attorney's fees and court costs. During the period of foreclosure, the campsite owner who is in default shall not be entitled to rent or use his interest in the said campsite. Council, however, shall be entitled to rent the campsite during said period and to set off any amount received against the amount due from the defaulting owner.

ARTICLE XIV. GRANTEE'S ACCEPTANCE:

- (A) The grantee of any campsite subject to the coverage of this Master Deed, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such campsite, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, the Council and the Administrator and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the campsites within the Condominium to keep, observe, comply with and perform said Restrictions and agreements.
- (B) Each such grantee also agrees, by such acceptance, to assume, all the risks and hazards of ownership or occupancy attendant to such campsite, including but not limited to its proximity to recreational and camping facilities and their inherent activities and to waterways of every kind.

ARTICLE XV. MUNICIPALITY:

The Township of Vernon is declared a beneficiary of the terms and provisions of this declaration, including the By-Laws of the Condominium, particularly as relating to the operation and maintenance of the campgrounds; and said Township acting through its duly authorized officials shall have as full powers and authority to enforce any of the provisions of this declaration by appropriate action at law or in equity to the same extent as the Declarant, the Council, or any individual campsite owner, which remedies shall be in addition to any other remedy available to the Township of Vernon by virtue of any statute or law or the exercise of the police power of the municipality.

ARTICLE XVI. AMENDING THIS DOCUMENT:

- (A) The Declarant, its successors or assigns, may by an instrument in writing in recordable form, amend the provisions and covenants of this Master Deed until such time as the Declarant shall have sold fifty-one (51%) percent of the campsites in the Condominium. Said amendment to become effective forty-five (45) days after written notice of same to each campsite owner.
- (B) Upon the sale of fifty-one (51%) percent of the campsites in the Condominium, this statement may only be amended by a written instrument approved by fifty-one (51%) percent of the owners of campsites in the Condominium. Provided, however, that no such amendment may affect or alter the right of any campsite owner to exclusively occupy his campsite and as between owners to use and enjoy the Common Elements or the right and easements appurtenant thereto unless such owner shall so consent. Subject to the foregoing provisions, any such amendment shall be binding upon every owner and campsite.

ARTICLE XVII. SERVICE OF PROCESS:

Joseph A. Galanis with an office at Route 565, Vernon Township; mailing address R. D. #2, Box 488, Sussex, New Jersey 07461, is hereby designated as agent eligible to receive service of process in any action which may be brought against the Condominium or the Council.

ARTICLE XVIII. INCORPORATION OF COUNCIL AND ASSOCIATION BY-LAWS:

There is hereby incorporated herein and made a part hereof and attached hereto, as Exhibit A-4, a copy of the By-Laws of the Condominium Council and a copy of the By-Laws of the Tall Timbers Property Owners Association as Exhibit A-5.

ARTICLE XIX. SEVERABILITY:

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and from every combination of Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or running with the land quality of any other one of the Restrictions.

ATTEST:

TALL TIMBERS, INC.

By: Joseph A. Galanis
Joseph A. Galanis, Secretary

By: John J. Schneider
John J. Schneider, President

STATE OF NEW JERSEY)
) SS.:
COUNTY OF SUSSEX)

BE IT REMEMBERED, that on the 5th day of July, Nineteen Hundred and Seventy-eight, before me the subscriber, a Notary Public of New Jersey, personally appeared JOSEPH A. GALANIS, who being by me duly sworn on his oath, says that he is the Secretary of Tall Timbers, Inc., the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by JOHN J. SCHNEIDER who was at the date thereof the President of said corporation, in the presence of this deponent, and the said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Joseph A. Galanis
Joseph A. Galanis

Sworn and subscribed before me at Newton the date aforesaid.

Gail Gilchrist
GAIL GILCHRIST
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 8, 1980

EXHIBIT A-1

All that certain tract of land, situate lying and being in the Township of Vernon, County of Sussex and State of New Jersey.

BUTTED, BOUNDED and DESCRIBED as FOLLOWS:

Beginning at a point in the easterly sideline of a private road, 50 feet in width,; said point of beginning is the 9th corner of "Dogwood Section No. 6 - a 121 unit Condominium Campground for Tall Timbers, Inc."; said condominium is filed in the Sussex County Clerk's Office, in Newton, New Jersey, in Book of Deeds on page ; thence (1) along said road in a northerly direction, curving to the left along the arc of a curve having a radius of 1,025.00 feet, a length of 231.35 feet to a point; thence (2) along the southerly sideline of another private road, 50 feet in width, North 79 degrees 07 minutes 53 seconds East 26.35 feet to the point of a curvature with a curve having the radius of 140.00 feet; thence (3) in an easterly direction, curving to the left along the arc of a curve having a radius of 140.00 feet, a length of 123.72 feet to the point of Reverse Curvature with a curve having a radius of 195.00 feet; thence (4) along said curve, in an easterly direction, curving to the right an arc distance of 262.13 feet to the Point of Reverse Curvature with a curve having a radius of 240.00 feet; thence (5) curving to the left along said curve, in an easterly direction, an arc distance of 87.37 feet to a point; thence (6) leaving said road South 52 degrees 55 minutes 20 seconds East 280.64 feet to a point; thence (7) South 37 degrees 04 minutes 40 seconds West 35.00 feet to a point; thence (8) South 52 degrees 55 minutes 20 seconds East 58.00 feet to a point; thence (9) North 88 degrees 51 minutes 05 seconds East 87.81 feet in a point; thence (10) South 67 degrees 49 minutes 30 seconds East 227.83 feet to a point; thence (11) North 80 degrees 34 minutes 50 seconds East 219.97 feet to a point; thence (12) South 23 degrees 54 minutes 59 seconds West 251.60 feet to a point; thence (13) South 40 degrees 36 minutes 05 seconds West 322.68 feet to the 18th corner of Condominium No. 5; thence the following nine courses along said Condominium No. 5; (14) North 64 degrees 51 minutes 45 seconds West 143.60 feet to a point; (15) South 70 degrees 40 minutes 56 seconds West 75.40 feet to a point; (16) North 47 degrees 24 minutes 17 seconds West 56.44 feet to a point; (17) South 65 degrees 54 minutes 56 seconds West 101.10 feet to a point; (18) North 82 degrees 31 minutes 42 seconds West 123.05 feet to a point; (19) North 64 degrees 07 minutes 11 seconds West 112.26 feet to a point; (20) North 54 degrees 46 minutes 34 seconds West 337.23 feet to a point; (21) curving to the left, in a northerly direction, along the arc of a curve having a radius of 1,135.00 feet a distance of 50.00 feet to a point; (22) North 76 degrees 52 minutes 05 seconds West 110.17 feet to the point and place of beginning.

Containing 12.852 acres of land, be the same more or less.

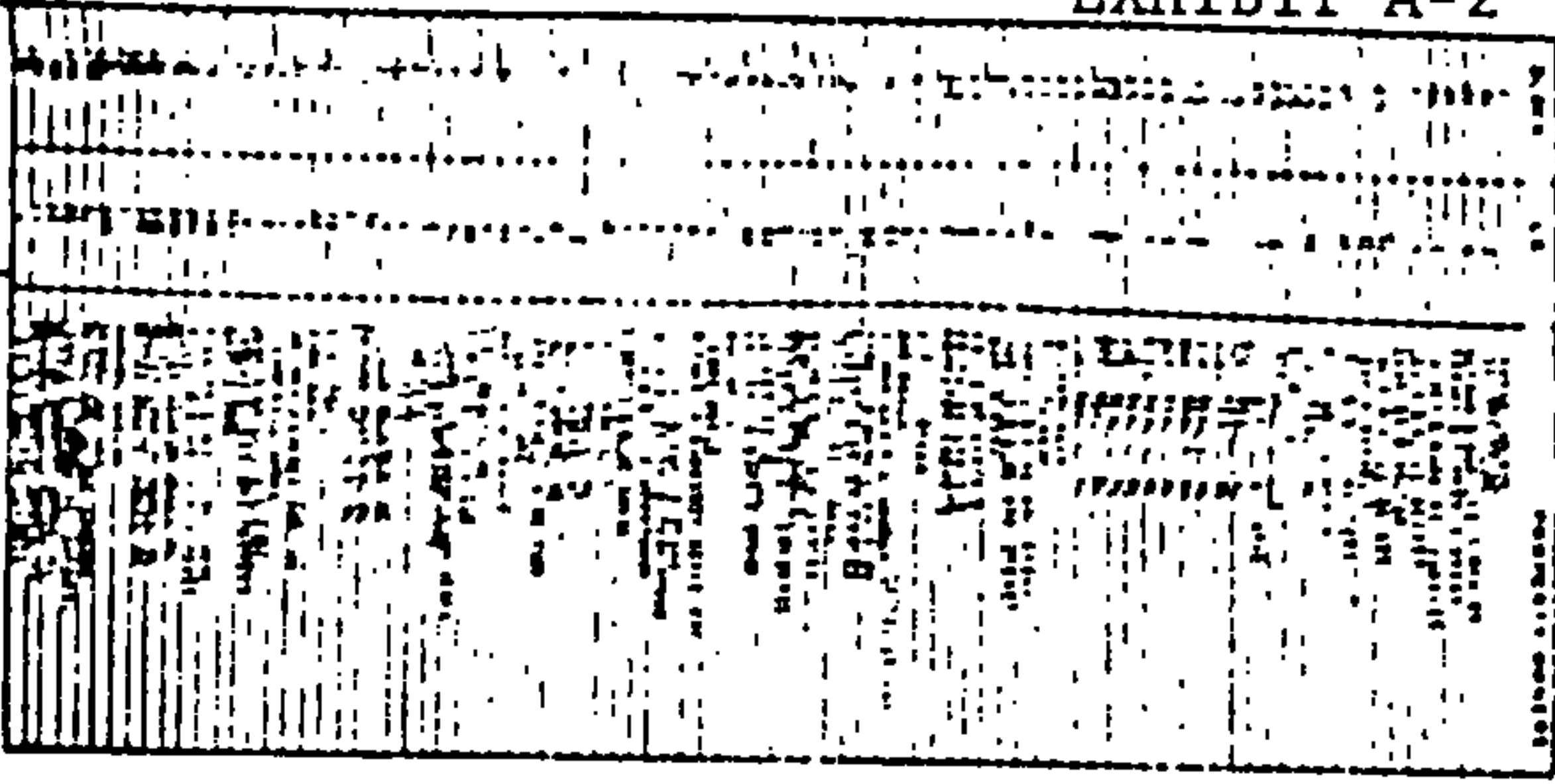
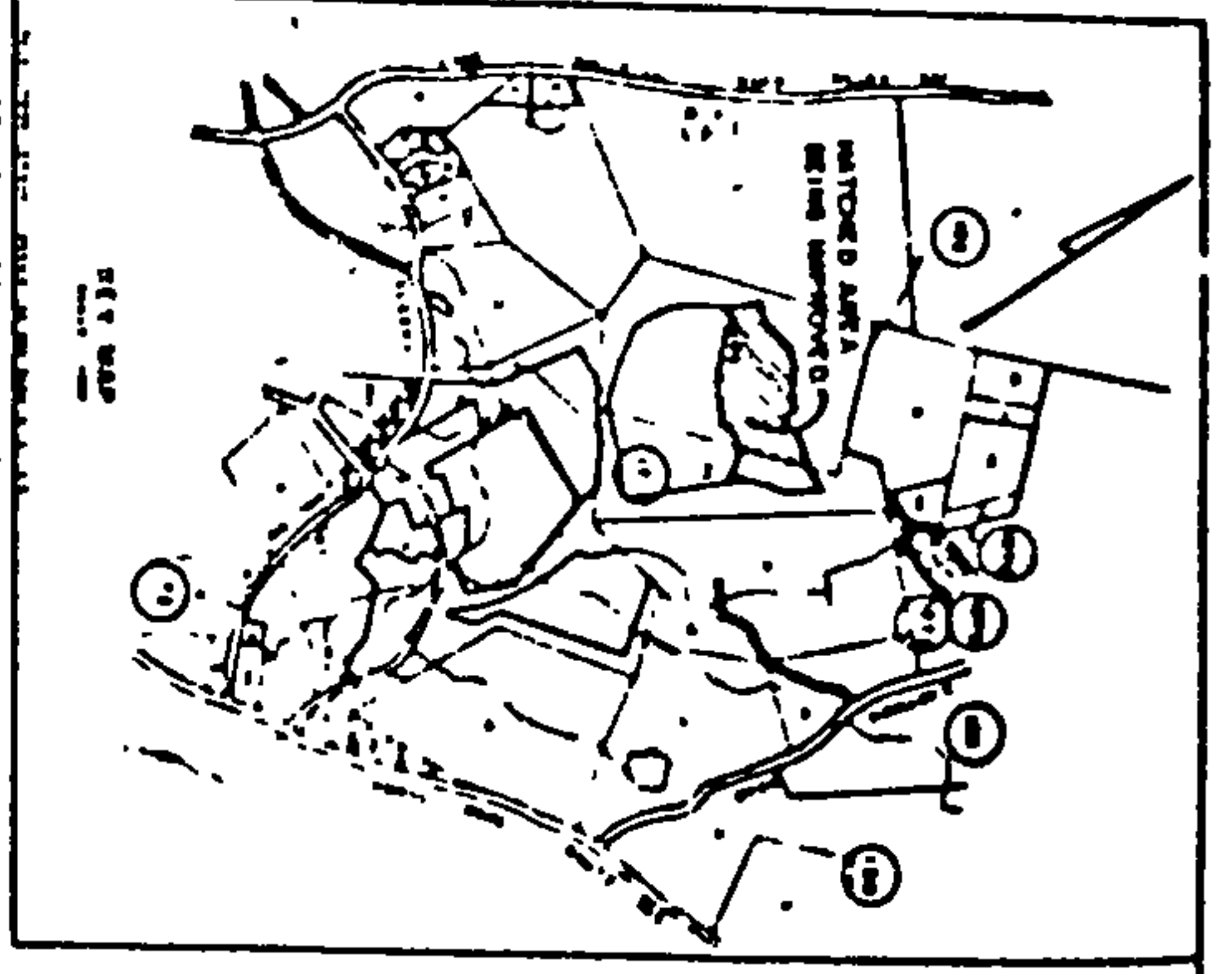
Excepting and reserving from the above described premises, all utilities, together with the right of entry onto any of the lands and premises shown on Exhibit A-2 for the purposes of maintaining, replacing, constructing or modifying any of said utilities.

Excepting and reserving from the above described premises, the right of the Declarant, it's successors and assigns, including the purchasers of any campsite within the community, to use in common with the owners in Section V, the interior roadways and paths as shown on Exhibit A-2.

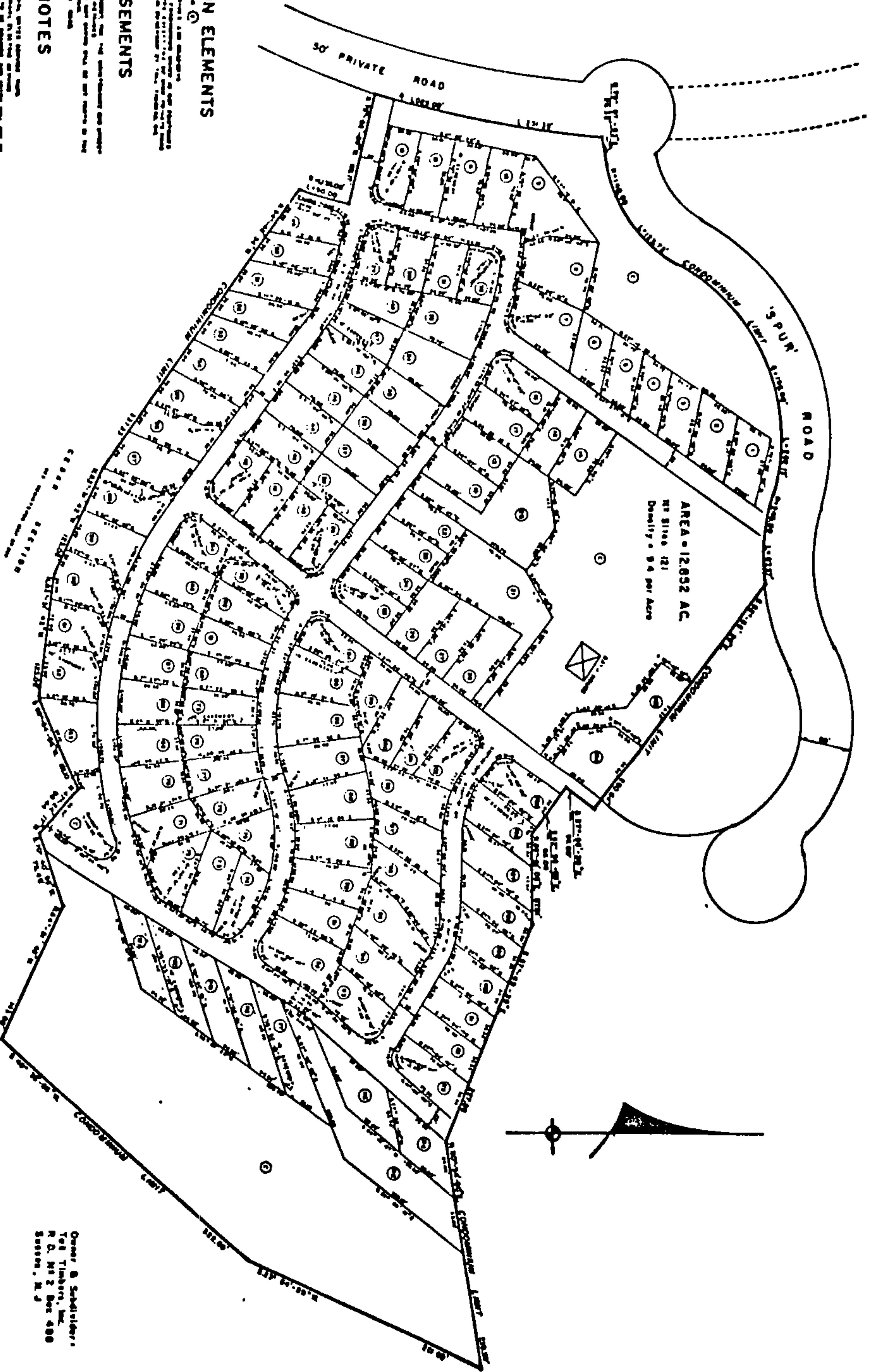
Excepting and reserving from the above described premises, the general easement provisions as set forth in paragraph 8 of the Master Deed.

Being a portion of five tracts of land conveyed by William W. Evans, Junior and Robert I. Goodman, trading as Evangood Associates, a partnership, to Tall Timbers, Inc., a New Jersey corporation, the third and fourth tracts and first and second lots of the first tract as described in Book 979 of Deeds on page 111.

EXHIBIT A-2



- COMMON ELEMENTS**
1. The area shown on this plan as the common elements shall be owned and controlled by the owners of the units in the proportion of their respective interests in the units.
 2. The common elements shall be used for the purposes shown on this plan.
 3. The common elements shall be maintained in accordance with the provisions of this declaration.
 4. The common elements shall be subject to the provisions of this declaration.
- EASEMENTS**
1. The easements shown on this plan shall be granted to the owners of the units in the proportion of their respective interests in the units.
 2. The easements shall be used for the purposes shown on this plan.
 3. The easements shall be subject to the provisions of this declaration.
- NOTES**
1. All units in this development shall be subject to the provisions of this declaration.
 2. The area shown on this plan as the common elements shall be owned and controlled by the owners of the units in the proportion of their respective interests in the units.
 3. The common elements shall be used for the purposes shown on this plan.
 4. The common elements shall be maintained in accordance with the provisions of this declaration.
 5. The common elements shall be subject to the provisions of this declaration.



DOGWOOD SECTION

UNIT CONDOMINIUM CAMPGROUND No. 8

TALL TIMBERS, INC.

VERNON TWP - SUDBURY CO. - NEW JERSEY

SCALE: 1" = 80'

Owner: Tall Timbers, Inc.
 100 N. 2nd Street
 Sussex, N.J.

Project Description:
 This plan shows the layout of the Dogwood Section of the Tall Timbers Campground, including the 50-foot private road, Dogwood Lane, and Spur Road. The area contains 121 units with a density of 94 per acre.

Map Scale:
 1" = 80'

North Arrow:
 Indicated by a triangle pointing up.

EXHIBIT "A-3"

FACILITY LICENSE AGREEMENT
OUTLINE

WHEREAS,

- (1) Tall Timbers, Inc. (Declarant) is Developer and Owner of Tall Timbers, and
- (2) Declarant developed a condominium, and
- (3) No recreational facilities are in the condominium, and
- (4) Declarant has set aside recreational areas and facilities, and
- (5) Declarant may construct additional facilities, and
- (6) Declarant wishes to convey a perpetual right to use facilities to a campsite owner at Tall Timbers at his voluntary annual option.

THEREFORE:

Declarant, for an annual fee, and providing certain conditions, will convey the right to use facilities, and will maintain and provide same, subject to provisions, and within the framework of the description below:

SUBJECT	ARTICLE/SECTION	PAGE
RECREATIONAL FACILITIES AVAILABLE	I	
Lake		
Beach	A	1
Recreation Building	B	1
Common Areas	C	2
Deletion, substitution, addition to above	D	2
Possible Additional Facilities	E	2
USE BY NON-OWNERS	F	2
NON-RECREATIONAL PROPERTY RESERVED	II	2
DECLARANT'S RIGHT TO ASSESS A FEE	III	2
BUDGET FOR FACILITIES/STATEMENT TO OWNERS	IV	2
Budget	V	
Statement		
Non-determination of Annual Fee	A	3
PAYMENT OF FEE	B	3
No portion-of-year use	C	3
No pro-ration of Annual Fee	VI	
Late payment: (30) days	A	3
Late payment: (60) days	B	3
FUNDS COLLECTED BY DECLARANT	C	3
Declarant's disbursement	D	4
Declarant's right to reserve	VII	
DECLARANT SHALL PROVIDE	A	4
Repairs and upkeep of facilities	B	4
Maintenance to lake and beach	VIII	
LICENSEE'S OBLIGATIONS FOR NOTIFICATION	A	4
LIABILITY	B	4
PROVISIONS GOVERNING USE	IX	4
COMPLIANCE WITH RULES AND REGULATIONS	X	4
DECLARANT'S RIGHT TO RELIEF	XI	5
APPLICABILITY TO PURCHASERS	XII	6
INSURANCE	XIII	6
MITIGATING CONDITIONS	XIV	7
CONDITIONS GOVERNING LICENSEE'S TRANSFER	XV	7
CONDEMNATION OF FACILITIES	XVI	7
INDEMNIFICATION	XVII	7
NO WAIVER OF RIGHTS	XVIII	8
LICENSE PERSONAL TO LICENSEE	XIX	8
GUESTS OF LICENSEE	XX	9
AGREEMENT APPURTENANT TO ALL CAMPSITES	XXI	9
DECLARANT'S RIGHT TO ASSIGN	XXII	9
NOTICES	XXIII	9
DECLARANT'S INTENT	XXIV	9
LICENSEE'S RIGHT PROTECTED	XXV	10
GENDER	XXVI	10
SEVERABILITY	XXVII	10
	XXVIII	10
	XXIX	10

FACILITY LICENSE AGREEMENT

THIS FACILITY LICENSE AGREEMENT made and declared this 5th day of July 1978, by Tall Timbers, Inc., a New Jersey Corporation with its principal place of business at R.D. #2, Box 488, Sussex, New Jersey, (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Tall Timbers, Inc. is the owner and developer of a certain Condominium campground community known as Tall Timbers, located in Vernon Township, Sussex County, New Jersey; and

WHEREAS, the Declarant has developed a Condominium known as the Dogwood Section Condominium (hereinafter referred to as the Condominium); and

WHEREAS, there are no recreational amenities or facilities in the said Condominium; and

WHEREAS, the Declarant has set aside and reserved a certain lake, beach, swimming pool, streams, common areas and various other areas and facilities to be used by the campsite owners in the various Condominiums situated in the community upon certain terms and conditions, and

WHEREAS, the Declarant may in the future construct additional recreation facilities on various open spaces in the community including, by way of illustration only, tennis courts, basketball courts, other recreational fields and a clubhouse for the use of the owners of campsites in the various Condominiums situated in the community; and

WHEREAS, the Declarant is desirous of transferring and conveying a perpetual right to use the aforementioned facilities, amenities and common areas to the owners of campsites in the Condominium (hereinafter referred to as "Licensees") upon certain terms and conditions.

NOW, THEREFORE, the Declarant hereby declares, agrees and covenants as follows:

That the Declarant, for and in consideration of the payment of the annual license fee to be determined as hereinafter set forth, and the performance of the covenants and conditions hereinafter set forth by an owner of a campsite, hereby gives, grants and conveys a perpetual non-exclusive right, privilege and license to the said campsite owners to use and enjoy with others who may be accorded similar rights subject to the rules, regulations, supervision, operation and management of same by Declarant its successor or assigns the following described recreational amenities and facilities located within the Tall Timbers Community:

ARTICLE I. RECREATIONAL FACILITIES

- (A) The use of Sleepy Hollow Lake for swimming, boating and fishing;
- (B) The use of the area adjacent to said Lake designated as the Beach, which is located on the shore of said Lake within the Tall Timbers Community.

- (C) The use of the recreation building located within the Tall Timbers Community.
- (D) The use of any common areas within the Tall Timbers Community for any reasonable recreational purpose, exclusive of hunting and the activities prohibited in the Master Deed or By-Laws of the Condominium or the Tall Timbers Property Owners Association. Use is subject to the restrictions contained in the Master Deed for said Condominium and subject to the right of the Declarant to restrict said use for the purposes of safety, conservation, health, or general welfare of all users of the said amenities and facilities. All of the aforesaid recreational facilities being sometimes herein referred to as "Licensed Facilities".
- (E) The presently dedicated areas are shown on Exhibit A-3a attached hereto and incorporated by reference herein. Declarant may not delete recreational facilities within said dedicated areas unless agreed to by a simple majority of campsite owners at the Community excluding Declarant. Declarant may however, amend, substitute, or construct additional facilities within the dedicated areas so long as they are in accordance with the code of Vernon Township.
- (F) That Declarant may construct in addition to those facilities and amenities set forth in Exhibit A-3a hereof, additional recreational facilities which may be used by the Licensees in common with others upon such terms and conditions as may be specified from time to time by Declarant with the right reserved to Declarant to change such additional recreational facilities at any time or to modify, supplement or substitute any or all of same at any time.
 - (1) Provided, however, that this covenant shall not be construed in any manner to obligate Declarant to construct additional recreational facilities.
 - (2) Provided further that under no circumstances shall this covenant be construed as an expression of intent on behalf of Declarant to provide recreational or sports equipment or services.

ARTICLE II. USE BY OTHER THAN CAMPSITE OWNERS AND GUESTS

Any use of these facilities by other than Tall Timbers campsite owners and their Bona Fide Temporary Guests must be approved by a simple majority of all campsite owners at the Community.

ARTICLE III. NON-RECREATIONAL PROPERTY

Declarant expressly reserves the right, with respect to all its property contained in the community and not designated as a recreational area, to use, develop or devote same to any use or arrangement it may choose, any provision contained herein to the contrary notwithstanding.

ARTICLE IV. RIGHT OF DECLARANT TO ASSESS

That Declarant, its successors or assigns shall have the right and authority to assess annually against each campsite owner in the Condominium who pursuant hereto elects to use the amenities and facilities for any given year a proportionate share of the cost of maintaining and operating the recreational facilities. Said cost shall include a reasonable profit to Declarant not to exceed fifteen (15%) percent of the total assessment.

Should any Licensee fail to pay the annual license fee levied against him pursuant to this Agreement he shall automatically lose the right and privilege to use the said facilities and amenities during the year for which the fee was due.

ARTICLE V. BUDGET AND STATEMENT

- (A) Declarant shall prepare a budget for the ensuing year based on the cost of operating and maintaining the recreational facilities and shall submit same to the Tall Timbers Property Owners Association, who shall act in an advisory capacity as to the extent of the operation of the recreational facilities.
- (1) Notwithstanding the advisory capacity of the said Association, the Declarant shall in its sole discretion determine, so long as same is not inconsistent with the best interest of the campsite owners, the amount of monies deemed necessary by the Declarant and the manner of expenditure thereof including but not limited to allocation. Provided, however, the Association shall have the right to amend or delete any line budgeted item classified as a recreational service expenditure if same is approved by prior vote of a majority of the Association members.
- (B) A statement setting forth the amount of the fee shall be forwarded to each Licensee by the 15th of January of each year at his address as listed on the books of the Tall Timbers Property Owners Association.
- (C) If an annual fee is not determined pursuant to this agreement, a payment in the amount of the fee for the preceding year shall be due on March 1 of the year. Failure to set an amount shall not be deemed a waiver of any other provision hereof.
- (D) Notwithstanding the above, the yearly annual increase of fees, if any, other than any increase related to the maintenance and operation of subsequently provided amenities, shall be guided by the annual cost of living increase.

ARTICLE VI. PAYMENT OF FEE

The said annual fee shall be payable in advance on or before the first day of March of each year. Any campsite owner who wishes to forfeit his right to use and enjoy the recreational facilities for any year shall notify the Declarant at its place of business by certified or registered mail prior to March 1 of each year of such election. Upon such notification the campsite owner shall be deemed not responsible for payment of the annual fee. Any election to forfeit received after thirty (30) days from March 1 of the year for which it is made shall be deemed null and void. Any campsite owner who fails to so notify the Declarant shall be deemed and construed as electing to use the facilities and shall be liable for payment of the fee.

- (A) There shall be no pro-rating of the fee for the rights to use the facilities during a portion of the year unless a purchaser of a campsite shall elect to use the facilities subsequent to his grantor's election to forfeit the use and enjoyment of same. In such instance the grantee shall pay a portion of the fee determined in relation to the number of months of use.
- (B) If any campsite owner shall elect to use the recreational facilities after March 1 of any year for which he has not paid the said fee, he shall, despite any notice given pursuant to the above, be liable for the total fee for the year.
- (C) Any Licensee responsible for the payment of said fee who fails to pay same within thirty (30) days from the due

date shall be liable for a late charge of five (5%) percent of the amount of the overdue fee and interest thereon at the highest rate allowable by law. The Declarant shall have the right to reduce said debt to a lien upon the Licensee's campsite and foreclose thereon.

- (D) Any Licensee who fails to pay the said fee within sixty (60) days of the due date shall be subject to having his use and enjoyment of the recreational facilities suspended at the discretion of the Declarant and without such Licensee being entitled to any abatement or diminution of the charges payable hereunder for the period of such suspension or otherwise.

ARTICLE VII. COLLECTED FUNDS

- (A) The Declarant shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein. The Declarant shall only be required to expend or account for the monies actually collected.
- (B) The Declarant shall not be obligated to expend all of the revenue collected in any accounting period, but may maintain a reasonable reserve for among other things, emergencies, contingencies of bad weather, replacement of facilities and uncollected accounts. Said reserve fund or funds shall be deposited and maintained in a reserve account with a reputable banking institution. The foregoing shall not be construed to mean that the Declarant shall not be permitted to keep additional cash on hand in a checking or petty cash account for the necessary discharge of its function.

ARTICLE VIII. DECLARANT SHALL PROVIDE

The Declarant, its successors and assigns agree to provide subject to the provisions of this agreement; so long as the fees collected are sufficient to pay for same.

- (A) All repairs, maintenance and upkeep of the Recreational Facilities.
- (B) Maintenance of the lake or lakes and beaches, including chemical treatment of the lakes, the lowering of the lakes and waters as may be necessary in Declarant's opinion for the control of weeds and vegetation and for the safety, health, welfare and convenience of the community. Provided, however, the Declarant shall not be liable or responsible for the aforementioned if there are insufficient funds to provide for same and the Declarant does not undertake to pay for same from its own funds.

ARTICLE IX. LICENSEE'S OBLIGATION FOR NOTIFICATION

It is agreed that the Licensee shall give the Declarant prompt notice of any accident or defect known to the Licensee and requiring repairs to be made; and subject to the foregoing all such repairs shall be made at the Declarant's expense, out of fees collected, unless the same shall have been caused by the neglect or carelessness of any Licensee or members of his family, guests or employees, in which case the expense shall be borne by that individual Licensee.

ARTICLE X. LIABILITY

Declarant shall not be liable for injury or damage to person or property caused by the elements or by action or condition of the

lakes or streams or by any other Licensees or person or by any other cause whatsoever. No diminution or abatement of the License Fee, or other compensation shall be claimed or allowed for inconvenience, discomfort or lack of availability of any of the Recreational Facilities arising from the maintenance or repair thereof, acts of God, causes beyond Declarant's control, or any condition thereof.

ARTICLE XI. PROVISIONS RUNNING WITH USE

The Licensee's use and enjoyment of the Licensed Premises shall be at all times subject to the following:

- (A) The use of Sleepy Hollow Lake for swimming, boating and fishing shall not confer upon Licensee:
 - (1) Any riparian rights with respect to such lakes or streams flowing into or out of such lakes;
 - (2) Any rights in or to the lands lying in the bed of such lakes or streams;
 - (3) Any rights with respect to beaches or lands lying adjacent to or on the shores or beaches of said lakes and streams, except as herein expressly granted, it being understood that Declarant reserves the right at any time and from time to time, to alter shore lines, to install, alter or remove docks, piers, bridges, floats, fountains and other facilities as it may deem to be in the best interests of the community.
- (B) The use of the beach at Sleepy Hollow Lake shall not confer upon the Licensee any right to the use of said beach for any purposes other than for swimming during the season and hours prescribed for such use; it being understood that the Declarant may, withdraw the use of said beach for reasonable periods, for the purpose of maintenance, compliance with orders of competent authorities, or for special affairs.
- (C) The use of recreational and athletic fields and open spaces shall not confer upon Licensee any rights in the said land except the right to use the same during the seasons and hours prescribed for such use by the Declarant.
- (D) The right reserved to the Declarant to supervise the operation, management and use of the licensed facilities according to rules and regulations, to be initiated and maintained on a consistent basis, or as the same may be modified from time to time, it being understood that the purpose of such rules and regulations shall be merely to control, without unreasonably restricting, such permitted uses for the safety, welfare and convenience of the persons permitted to use such facilities;
- (E) Licensee shall abide by said rules and regulations and see that they are observed by his family, guests, employees, sub-licensees and tenants, it being understood that such rules and regulations shall be binding upon all employees of Declarant and Declarant will do its best to enforce the same, but that Declarant shall not be responsible to the Licensees for the non-observance or violation of such rules and regulations by any other Licensee or person other than the employees of Declarant.
- (F) Licensee shall abide by rules and regulations promulgated by Declarant which permit Declarant to identify persons eligible to use the facilities in a given year.
- (G) In the event Licensee's membership in the Association shall be revoked, cancelled or suspended for any reason, or if Licensee shall violate or disregard the aforesaid Rules and

- Regulations or permit the same to be violated or disregarded by members of his family, guests, or others, after Declarant shall have served written notice upon Licensee regarding such violation, Declarant shall have the right to suspend all privileges herein granted, for a period not to exceed one year, but no such suspension shall relieve Licensee of its obligations hereunder or provide the grounds for any abatement or diminution thereof, nor shall any suspension preclude Declarant from terminating this License in accordance with the provisions of this Agreement.
- (H) Notwithstanding anything to the contrary herein contained, the Declarant reserves the right at all times to install, alter, relocate, rearrange and establish separate recreational facilities and amenities including but not limited to a clubhouse, cabanas, piers, docks, boathouses, or bath houses, locker rooms, refreshment stands, tennis, basketball, handball or shuffleboard courts, or grandstands and items of like nature. Declarant reserves the right to establish separate charges with respect to such special facilities which are not yet constructed.

ARTICLE XII. COMPLIANCE

Each Licensee shall be governed by and shall comply with the terms of and the covenants herein and the rules and regulations adopted pursuant hereto and as same may be amended from time to time.

ARTICLE XIII. DECLARANT'S RIGHT TO RELIEF

The Declarant shall be entitled to all relief available to it in accordance with the laws of the State of New Jersey including but not limited to:

- (A) The right to suspend the Licensee's right to use and enjoy the recreational facilities without further notice.
- (B) the right to institute an action to recover all license fees due and accrued.
- (C) the right to institute an action to recover damages, or for injunctive relief.
- (D) The right to institute an action to recover the expense of any maintenance, repair or replacement necessary by a Licensee's act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees.
- (E) In any proceeding arising because of a default by a Licensee the prevailing parties shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court.
- (F) The failure of the Declarant to enforce any right, provision, covenant or condition granted herein, or the rules and regulations adopted pursuant hereto or by law shall not constitute a waiver of such right in the future.
- (G) All rights, remedies and privileges granted to the Declarant pursuant to any terms, provisions, covenants or conditions contained herein, or in the rules and regulations adopted pursuant hereto or by law shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising additional rights, remedies or privileges as may be granted to such party by any of the same at law or in equity.

ARTICLE XIV. APPLICABILITY TO ALL PURCHASERS

This Agreement and the terms and conditions hereof and any amendment or modification hereto shall be binding upon and inure to the benefit of any purchaser of a campsite.

ARTICLE XV. INSURANCE

The Declarant shall during the entire term hereof cause to be kept in full force and effect a liability insurance policy covering the licensed facilities in which the limits of liability shall not be less than \$300,000.00 for one person and \$500,000.00 for more than one person in a single accident. The Declarant agrees to place and maintain for the benefit of the Declarant, fire, casualty and comprehensive insurance covering the licensed facilities in such amounts as it may determine reasonable from time to time. No Licensee, member of his family or his guest or any other persons claiming under him shall have any claim or cause of action against the Declarant for any act of negligence by the Declarant its agents, servants, workman or employees for any bodily injury or property damage occasioned by the operation of the licensed facilities or any functions hereunder in excess of the limits of any liability insurance carried by the Declarant.

ARTICLE XVI. EXTENUATING CONDITIONS

In addition to all the powers herein granted, in the event of or the threat of declared or undeclared war, riot, civil commotion, disturbance by mobs, fire, flood disaster, natural catastrophe or other such unforeseen events, the Declarant shall have the power to do or cause to be done anything which it deems necessary at the time to protect the licensed facilities and the lives and properties of the Licensees.

ARTICLE XVII. CONDITIONS GOVERNING TRANSFER, SUBLEASE OR ASSIGNMENT OF LICENSE AGREEMENT

Licensee shall not assign, transfer, sub-lease or grant any rights with respect to his interests in this License Agreement nor shall he mortgage or encumber the same except in accordance with the following:

- (A) Provided, a Licensee is not in default in any of its obligations hereunder, Licensee may, with the prior written consent of the Declarant, assign all his rights hereunder upon sale or transfer of title to the real property owned by Licensee to which this License Agreement is appurtenant, provided that the Licensee shall obtain a written assumption by the said purchaser of all the obligations of the Licensee under this agreement in recordable form satisfactory to the Declarant and such written assumption agreement shall be delivered to the Declarant together with the payment of such reasonable sum as the Declarant may establish to cover legal and other expenses of the Declarant in connection with such assignment and assumption.
- (B) Provided Licensee is not in default in any of his obligations hereunder, Licensee may from time to time, with the prior written consent of the Declarant, sub-license all but not less than all of his rights hereunder for a term or terms which shall not exceed one year as to any single sub-licensee. Notwithstanding any such sub-licensing, Licensee hereunder

shall remain obligated for payment of all license fees and performance of all covenants and obligations hereunder. Whenever the Licensee shall apply to the Declarant for consent to a sub-licensing, Declarant may require that the Licensee shall deliver to the Declarant a copy of the sub-license to which consent is requested together with the payment of such reasonable sum as Declarant may establish to cover legal and other expenses of the Declarant in connection with such sub-license. The interest of any sub-licensee shall not be assigned, transferred or further sub-licensed in any event or under any circumstances.

ARTICLE XVIII. CONDEMNATION OF LICENSED FACILITIES

In the event that all or any portion of the Licensed Facilities shall be condemned for public use, or conveyed under threat or imminence of condemnation, this License Agreement shall cease and terminate with respect to the property so taken or conveyed, and the Licensee shall have no interest in the award therefor. Pursuant thereto Licensee hereby irrevocably assigns to Declarant and agrees to execute such further releases, assignments and other instruments as may be necessary for Declarant to collect such award and hereby expressly and irrevocably appoints the Declarant his agent and attorney in fact to execute and deliver in the name of the Licensee any release, assignment or other instruments necessary for Declarant to collect such award. Upon the occurrence of such an event Licensee shall be entitled to the return of what portion of the annual fee which is determined is applicable to the year during which the Licensee will have last use of the facilities by reason of the condemnation.

If only a portion of the Licensed Facilities shall be so condemned, and the portions remaining are reasonably useable Declarant, at its election, may provide alternate facilities comparable in nature and character to the facilities so condemned, within the community as it may then exist, in which event this License Agreement shall continue in full force and effect with no abatement or modification of the annual fee for the year the property is taken; if Declarant cannot or shall elect not to provide such alternate facilities, the annual fee paid for the year in which the taking shall occur shall abate in accordance with the nature and extent of the facilities so taken and those remaining thereafter. Recognizing that Licensees hereunder will have a substantially identical interest with all other Licensees of Declarant, it is agreed that the aforesaid abatement shall be determined by arbitration in accordance with the procedures of the American Arbitration Association and that Licensee herein shall be represented and participate therein only as a class action on behalf of all Licensees.

ARTICLE XIX. INDEMNIFICATION

Licensee hereby agrees to indemnify Declarant, its directors, officers and employees, successors and assigns, and agrees to save them harmless from and against all liability loss, damage, and expense, causes of action, suits, claims and judgments arising from an injury to person or property of the Licensee, growing out of any use, occupation, management or possession of the Licensed Facilities or any other facilities of the Declarant unless such injury is caused by the negligence or misconduct of the Declarant.

ARTICLE XX. NO WAIVER OF RIGHTS

Failure of the Declarant to insist in any instance or instances upon strict performance of any of the provisions of this Agreement, or to exercise any option conferred herein, shall not be a waiver or relinquishment of any such provision or option, but the same shall continue and remain in full force and effect. This Agreement contains all of the terms, covenants, and agreements relating in any manner to the use of Declarant's facilities. This Agreement and each and every provision hereof shall be binding upon the owners of campsites and, except as herein expressly otherwise provided, upon the heirs, executors, administrators, sub-licensees, successors and permitted assigns of same, but no rights of the original Licensee herein shall pass to the aforesaid parties by virtue of the death or incapacity of a Licensee except as specified herein.

ARTICLE XXI. LICENSE PERSONAL

This license is hereby declared to be personal to each campsite owner, his spouse and members of his immediate family whose permanent place of abode is in the campsite owner's household (herein sometimes referred to as "Immediate Family") and his Bona Fide Temporary Guests.

Recognizing further that:

- (A) Any person not qualifying as such Bona Fide Temporary Guest as defined in Article XXII shall be considered a sub-licensee which shall require compliance with the provisions relating to sub-licensing set forth in Article XVII-B; a violation of this restriction shall be deemed a violation of the provisions of that Article.
- (B) The Declarant has the power to make reasonable rules and regulations as to the use of the facilities and amenities described herein, and this shall be deemed to include the power to bar, limit or charge fees for the use of recreational facilities by Bona Fide Temporary Guests of the Licensees and to limit their number, time, use and deportment upon the facilities.
- (C) The Licensee shall at all times be responsible for the conduct of his guests, and their compliance with all applicable items in this Agreement.

ARTICLE XXII. BONA FIDE TEMPORARY GUESTS

Bona Fide Temporary Guests are, for the purpose of this agreement only those persons visiting the Licensee's campsite at Tall Timbers community while Licensee or members of his Immediate Family are present; and who are not themselves members, paid or delinquent, of the Tall Timbers Property Owners Association.

ARTICLE XXIII. AGREEMENT APPURTENANT TO ALL CAMPSITES

This License Agreement shall be and is hereby declared to be appurtenant to all campsites located in all existing Condominiums, and such other Condominiums as Declarant may establish, effective upon the filing of this Agreement.

ARTICLE XXIV. DECLARANT'S RIGHT TO ASSIGN

Declarant shall have the right to assign its rights and interests under this Agreement only if said assignee shall assume all of the Declarant's duties, obligations and responsibilities pursuant hereto and no such assignment shall effect the rights of the Licensees as herein provided.

ARTICLE XXV. NOTICES TO DECLARANT AND/OR LICENSEE

Any notice to be given to Declarant with respect to this License Agreement or any of the matters relating hereto shall be deemed to be properly given if deposited in the United States Mail, addressed to the Declarant, in a securely fastened envelope, with postage paid, by Certified or Registered Mail, Return Receipt Requested, addressed to the Declarant's principal place of business or such other address as may be designated by Declarant from time to time. In similar manner, any notice to be given to Licensee with respect to this License Agreement or any matter relating hereto shall be deemed to be properly given if deposited in the United States Mail, addressed to the Licensee, in a securely fastened envelope, with postage prepaid, by Certified or Registered Mail, Return Receipt Requested, addressed to the Licensee's address listed on the books of the Declarant.

ARTICLE XXVI. DECLARANT'S INTENT

Declarant intends to enter into and properly execute similar license agreements in relation to the other Condominiums which may be developed throughout the Tall Timbers community. The present and future owners of campsites situated in the community shall be the principle users of the recreational facilities and this Agreement is made to insure their perpetual right to use the facilities under and subject to the terms and conditions hereof. Therefore, to better serve the community and the best interests of the campsite owners and to meet possible need of changing times and conditions it is hereby declared and agreed that this License Agreement may be amended, modified or changed upon the concurrence of the Declarant and 51% of the voting members of the Tall Timbers Property Owners Association provided, however, that such amendment, change or modification shall be deemed and construed to amend, modify in like manner all other License Agreements filed for the other Condominiums in the community.

Notwithstanding the terms of this paragraph, this provision shall not be construed to limit or restrict in any manner the Declarant's right, powers and authority to raise or lower the license fee in accordance with the terms and conditions of this Agreement.

ARTICLE XXVII. LICENSEE'S RIGHTS PROTECTED

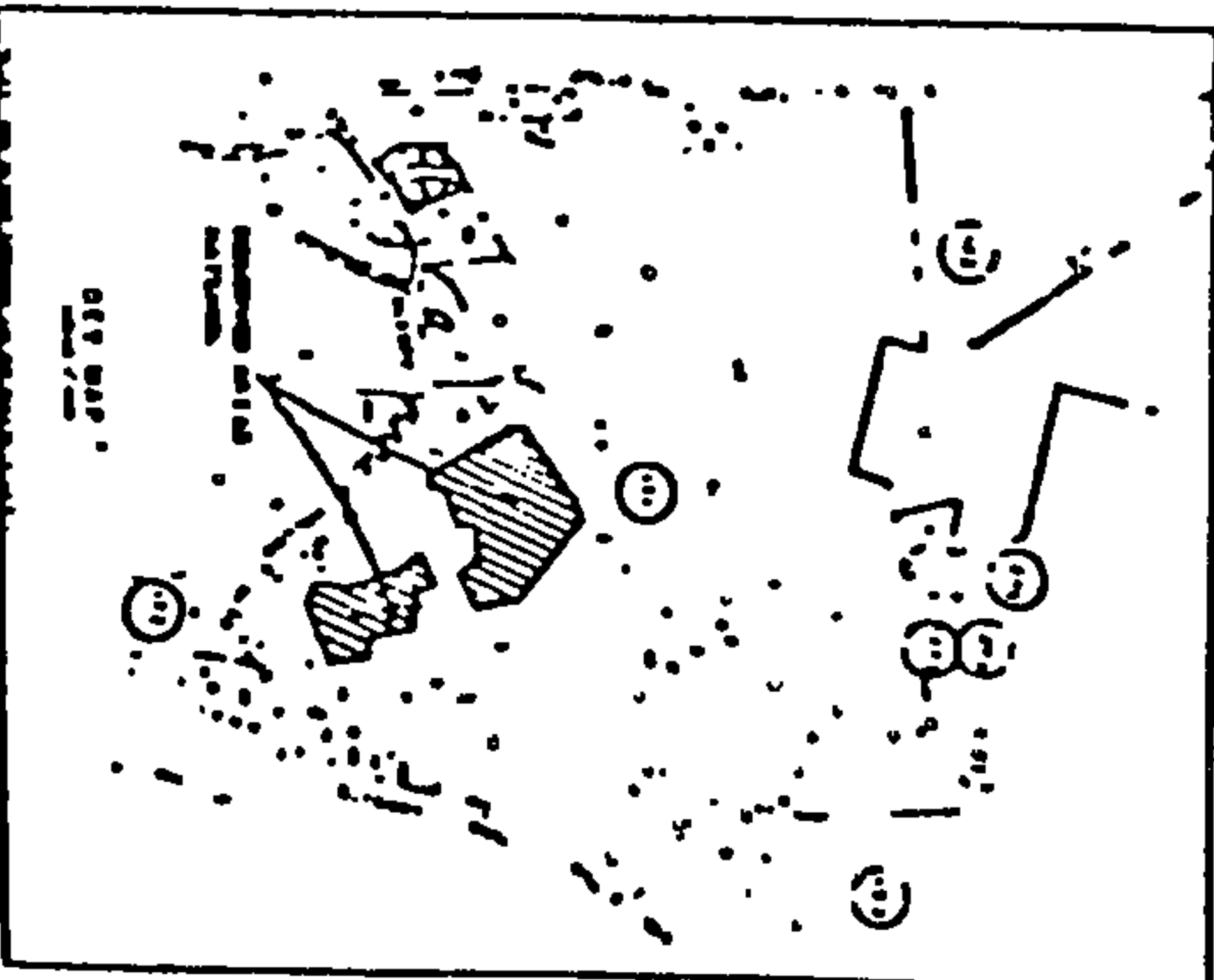
The Declarant agrees that any mortgage given by it or to be given by it on the licensed premises shall be subject and subordinate to the rights of Licensees as contained herein.

ARTICLE XXVIII. GENDER

As used herein, any pronoun expressing gender shall be deemed to include any other pronoun expressing gender as the context may require; the singular shall include the plural and the plural the singular.

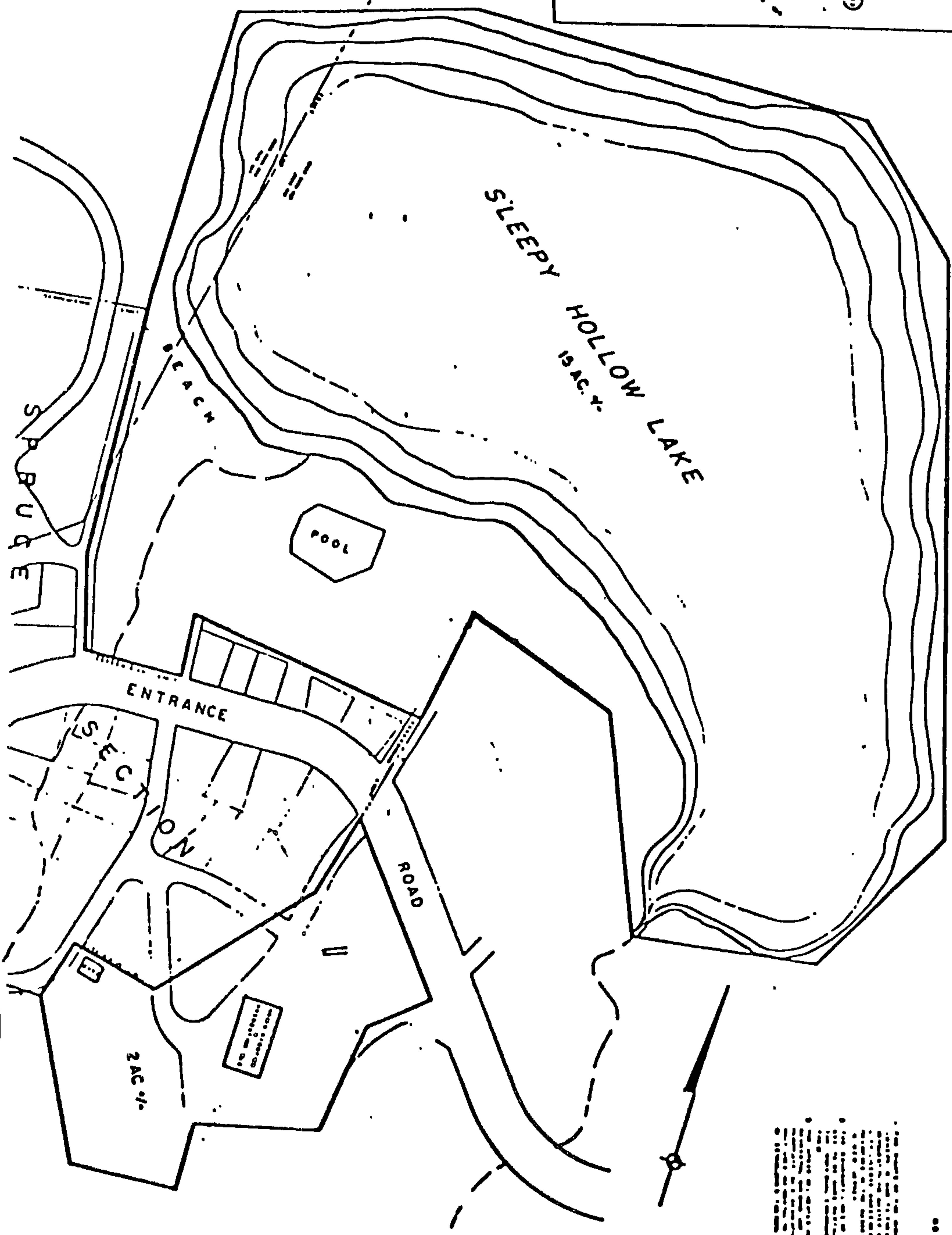
ARTICLE XXIX. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.



LIST OF EXHIBIT DESIGNATIONS

1	...
2	...
3	...
4	...
5	...
6	...



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RECREATED AREAS
TALL TIMBERS, INC.
7180N 130P - BUILDING CO. - NEW ALBERTA
36465 5 301 - JUN 15, 1973

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EXHIBIT "A-4"

CONDOMINIUM BY-LAWS
INDEX

SUBJECT	ARTICLE/SECTION	PAGE
IDENTITY	I	
Name		1
Address	A	1
Seal	B	1
PURPOSE		
C		1
MEMBERSHIP	II	
All Owners: Owners Only	III	
Transfer of Ownership		1
VOTING	IV	
Requirement		1
The Voting Unit	A	1
Loss of Voting Privilege	B	1
Method of Voting	C	2
Determination of Vote Results	D	2
Notification of Vote Results	E	2
Waiver & Consent to Dispense with Vote	F	2
G		2
MEETINGS OF MEMBERSHIP	V	
Place		3
Notices	A	3
Annual Meeting	B	3
Special Meetings	C	3
Quorum	D	3
Waiver & Consent to Dispense with Meeting	E	3
Adjourned Meeting	F	3
G		3
COMMUNICATION WITH MEMBERSHIP	VI	
Notices and Statements		3
Responsibility of Member	A	3
B		3
BOARD OF DIRECTORS	VII	
Number and Qualifications		4
Election and Term	A	4
Proviso	B	4
Meetings	C	4
Quorum	D	4
Voting	E	5
Compensation	F	5
Removal	G	5
Resignation and Disqualification	H	5
Vacancy	I	5
Powers and Duties	J	5
Indemnification	K	5
L		7
OFFICERS	VIII	
Officers and Qualifications		7
Election and Term	A	7
Duties	B	7
Assistant Officers	C	7
Compensation	D	8
Removal	E	8
Resignation and Disqualification	F	8
Vacancy	G	8
Execution of Instruments	H	9
Indemnification	I	9
J		9
RELATIONSHIP: COUNCIL TO ASSOCIATION	IX	
Representation to Association		9
Association Committee Powers	A	9
ADMINISTRATOR	X	
Appointment		9
Qualifications	A	9
Powers and Duties	B	10
C		10
INSURANCE	XI	
Authority to Purchase		11
Coverage	A	11
Special Provisions	B	11
Distribution of Proceeds	C	11
D		11

CONDOMINIUM BY-LAWS INDEX P.2

SUBJECT	ARTICLE/SECTION	PAGE
RECONSTRUCTION/REPAIR OF CASUALTY	XII	
Damage to Common Elements	A	12
Special Assessment	B	12
Construction Funds	C	12
FINANCES, COMMON EXPENSE CHARGE	XIII	
Depositories	A	12
Fidelity Bonds	B	12
Fiscal Year	C	13
Budget	D	13
Determination/Payment	E	13
Assessments	F	14
Common Expense & Assessments List	G	14
Liability	H	14
Lien	I	15
Collection/Interest	J	15
Financial Statement to Membership	K	15
COMPLIANCE AND DEFAULT	XIV	
Legal Action	A	15
No Waiver of Rights	B	15
Remedies Cumulative	C	15
JUDICIAL SALES	XV	
Authorized Transactions	A	16
Unauthorized Transactions	B	16
RIGHTS OF FIRST REFUSAL	XVI	
Owner Notifies Council	A	16
Thirty Day Period	B	16
Council's Right of First Refusal	C	16
Notices	D	17
NON-AUTHORIZED SALES	XVII	
LEASING A CAMPSITE	XVIII	
Owner's Liability for Tenant's Conduct	A	17
Owner's Procedures	B	17
No Further Assignment/Sublease	C	18
AMENDING THIS DOCUMENT	XIX	
Procedure	A	18
Exception	B	18
Recording	C	18
TERMINATION OF CONDOMINIUM	XX	
Unanimous Agreement	A	18
Status of Shares	B	18
Partition	C	18
MISCELLANEOUS	XXI	
Covenants Running with the Land	A	19
Limitation of Liability	B	19
Captions	C	19
Gender, Singular, Plural	D	19
Severability	E	19
Interpretation	F	19
Effective Date	G	19

CONDOMINIUM BY-LAWS

ARTICLE I. IDENTITY

The following By-Laws shall govern the Dogwood Section Condominium, (hereinafter referred to as Condominium), and the Council of co-owners being designated the Dogwood Section Condominium Council, an incorporated non-profit Association, organized and existing under the laws of the State of New Jersey. The said Condominium being established by the filing of the Master Deed with the Sussex County Clerk in which the real property subject thereto is described.

- (A) Name: The Association which shall govern and manage the Condominium shall be the Dogwood Section Condominium Council.
- (B) Address: The Address of the Council shall be R.D. #2, Box 488, Sussex, New Jersey 07461.
- (C) Seal: The Seal for the Council shall bear its name, the words "not for profit" and "State of New Jersey".

ARTICLE II. PURPOSE

This Association is formed to serve as the means through which campsite owners may provide for the administration, occupancy, management and operation of the Condominium property.

ARTICLE III. MEMBERSHIP

- (A) All owners of campsites must be members of the Council. Membership in the Council shall be limited to owners of campsites in the Condominium.
 - (1) If ownership of a campsite is vested in more than one person, then all persons so owning the said campsite shall be members of the Council.
 - (2) If ownership of a campsite is vested in a corporation, the officers of said corporation shall be members of the Council.
- (B) Transfer of ownership of a campsite, either voluntary or by operation of law shall terminate the membership of the transferor; the transferee will then acquire all the rights and duties of his predecessor.

ARTICLE IV. VOTING

Whenever the vote of campsites is required or permitted by any provision of these By-Laws or the Master Deed, in connection with any action of the Council, the vote, in order to be valid, must be conducted in accordance with the following:

- (A) Votes must be cast in person or by proxy, as defined below, at a meeting of the membership called and held in compliance with Article V.
- (B) The Voting Unit:
 - (1) Each campsite in a Condominium shall be entitled to one vote in the affairs of the Council.
 - (a) If a campsite is owned by one person, his right to vote shall be established by the recorded title to the campsite.
 - (b) If a campsite is owned by more than one person, the co-owners of that campsite are entitled to jointly submit one vote to represent their campsite on any given issue.

- (i) If co-owners of a single campsite submit, in person and/or by proxy, more than one intended vote on a given issue, none of the intended votes for that campsite on that issue shall be recognized as valid.
- (c) If a campsite is owned by a corporation, the President of that corporation shall designate in a Certificate to the Secretary of the Council, an officer of the corporation who shall be entitled to cast the vote of the campsite for the corporation.
- (d) An individual owning more than one campsite shall be entitled to one vote for each campsite owned.
- (2) The vote of a campsite shall not be divisible.
- (C) Loss of Voting Privilege: If the common expense charge and/or a special assessment and/or related interest charges or costs are not paid when due, the vote for such a campsite shall be lost as long as any delinquency continues.
- (D) Method of Voting:
- (1) A vote may be cast in person at the meeting at which the subject is being voted upon.
- (2) A vote may be cast by filing a proxy as hereinafter provided:
- (a) The Secretary of the Council shall be responsible for providing each campsite owner with an official form for voting by proxy. This form shall:
- (i) be enclosed with the Notice required in Article V. Section B.
- (ii) set forth, but not be limited to, the following items: the campsite for which the member is voting, the issues to be voted upon by the membership, a place for the member to indicate his vote, a signature line and a return address.
- (b) The campsite owner voting his campsite by proxy shall complete the proxy form, sign it and return it to the address indicated on the form to arrive prior to the meeting for which the notice was sent.
- (c) Each proxy so filed, which represents a vote cast in compliance with Article IV, shall represent the vote of that campsite at that meeting as if the vote were cast in person at that meeting.
- (d) The proxies provided for in this section shall only be valid for the particular meeting designated thereon.
- (E) Determination of Voting Results: A majority of total eligible votes present, in person or by proxy, at that meeting where a quorum has been established shall decide the questions unless the Master Deed or By-Laws provide otherwise in which event the percentage of votes required shall control.
- (F) Notification of Vote Results: The Secretary of the Council shall be responsible for the prompt notification of the membership of the matters discussed at all meetings and the outcome of any vote on any issue placed before the membership.
- (G) Waiver and Consent to Dispense with a Vote: Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Council, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action, if the meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members.

ARTICLE V. MEETINGS OF THE MEMBERSHIP

- (A) Place: The Council shall hold meetings at such a place within the community known as Tall Timbers as may be designated by the Board of Directors of the Council.
- (B) Notices: It shall be the duty of the Secretary of the Council to mail or deliver a Notice of each Annual or Special Meeting, stating the time and place and purpose thereof, to each campsite owner of record at least fifteen (15) days, but not more than thirty (30) days prior to such meeting. If a vote is part of the agenda of this meeting, the Notice shall provide explanation of the issues or items to be voted upon and the proxy form provided for above. This duty of the Secretary may be delegated to the Administrator.
- (C) Annual Meeting: Annual meetings of the Council shall be held at 10:00 A.M. on the 4th day of July each year at which time the members shall elect Directors to the Council and a Director to the Tall Timbers Property Owners' Association as the expiration of the Director's terms may require; and the membership shall transact such other business as may come before the meeting.
- (D) Special Meetings: Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of the voting members representing twenty-five (25%) percent of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all Special Meetings shall be confined to the subject stated in the Notice thereof.
- (E) Quorum: At the meeting of the Council, the voting members, present in person or by proxy, whose voting interest constitutes fifty-one (51%) percent majority of the aggregate eligible voting interests of all campsites shall constitute a quorum. The occurring vote of such majority shall be valid and binding upon the Council except as otherwise provided in these By-Laws or the Master Deed. A quorum once established may not be broken by the withdrawal of one or more voting members.
- (F) Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Council, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members.
- (G) Adjourned Meeting: If any meeting of the Council cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

ARTICLE VI. COMMUNICATION WITH MEMBERSHIP

- (A) All notices and/or statements required to be mailed or delivered to the membership shall be mailed or delivered to the address of the owner as it appears on the books of the Council or delivered to the member personally.
- (B) It is the responsibility of the member to inform the Council Secretary of any change of address or any other change that would effect or interfere with the required communications between the member and the Condominium Council.

ARTICLE VII. BOARD OF DIRECTORS

- (A) Number and Qualifications:
- (1) Number: The affairs of the Council shall be governed by a Board of Directors consisting of five (5) persons.
 - (2) Qualifications: All Directors shall be at least twenty-one (21) years of age and members in good standing in the Council by reason of their payment of their common expense charge and any assessments levied against them and their being in compliance with the provisions of the Master Deed of the Condominium, the By-Laws of the Council and any Rules and Regulations promulgated by the Board of Directors for the Condominium.
- (B) Election and Term:
- (1) Term: Each director shall hold office for a term of two (2) years unless said term is terminated as set forth in these By-Laws.
 - (2) Election: Directors shall be elected at the annual meeting.
- (C) Proviso:
- (1) Until such time as the first annual meeting of the Council, the members of the Board of Directors of the Council shall be appointed by Tall Timbers, Inc.
 - (2) Provided further that the provisions of these By-Laws governing the Number, Term, Qualification and Election of Directors shall not apply to those directors appointed by Tall Timbers, Inc.
 - (3) The following shall constitute the first Board of Directors of the Council:
 1. Joseph Galanis
 2. John Schneider
 3. John Armenia
 4. James Spanos
 5. Richard VonOsen
- (D) Meetings of the Board of Directors:
- (1) Place: All meetings of the Board shall be held at the community known as Tall Timbers.
 - (2) Organizational Meeting: The organizational meeting of the Board of Directors shall be held within fifteen (15) days of the date of their election. At that meeting the Board shall elect the officers of the council for the ensuing year; notwithstanding the provisions of Section 5 of this Article no notice shall be required for the organizational meeting.
 - (3) Regular Meetings: The Board shall hold regular meetings at least once every month at such time as the members may fix except that no meetings need be held during the months of December, January and February unless the members determine a need for same.
 - (4) Special Meetings: Special meetings of the Board may be called by the President of the Council or in his absence, the Vice President upon written request of three (3) members of the Board. The President shall call any such meeting not less than five (5) nor more than twenty (20) days after receipt of such request, designating the time, location and purpose of such meeting.

- (5) **Notice of Meetings:**
- (a) Written notice of any meeting of the Board shall be given by the Secretary to each member of the Board at least five (5) days but not more than twenty (20) days prior to such meeting.
 - (b) **Waiver of Notice:** The requirement for written notice for a particular meeting may be waived if all Board members consent in writing, either before or after that particular meeting.
- (E) **Quorum:** The presence of three (3) members of the Board in office at the time of any meeting shall comprise a quorum for the transaction of all business.
- (F) **Voting:** Each Board member shall be entitled to cast one (1) vote and a majority vote of the members present at a meeting where a quorum is present shall bind the Board for all purposes unless otherwise provided by law, the Master Deed for the Condominium, or these By-Laws.
- (G) **Compensation:** The Directors shall receive no compensation.
- (H) **Removal of Directors:** At any time after the first annual meeting of the membership of the Council and at any duly convened regular or special meeting of the membership, any one or more of the Directors may be removed with or without cause by the affirmative vote of not less than fifty-one (51%) percent of the total eligible votes.
- (I) **Resignation and Disqualification of Directors:**
- (1) **Resignation:** Any Director may resign at any time by sending written notice of same to the Secretary of the Council. Unless otherwise provided therein such resignation shall take effect upon receipt thereof by the Secretary.
 - (2) **Disqualification:** The following shall constitute a disqualification and automatic resignation of any Director effective when accepted by the Board:
 - (a) Three (3) consecutive absences from any regular meeting of the Board commencing with the organizational meeting.
 - (b) The transfer of title to any Director's campsite.
 - (c) More than thirty (30) days delinquency in the payment of a Director's common expense charge or special assessment.
- (J) **Vacancy:** Upon any vacancy or vacancies on the Board whether caused by resignation, death, disqualification, removal or retirement, a special meeting of the Board shall be called for the purpose of appointing the necessary Directors to fill the vacancy or vacancies.
- (K) **Powers and Duties of The Board of Directors:**
- (1) **Powers:** Subject to any limitations provided by law, the Master Deed filed for the Condominium, or these By-Laws, the Board of Directors shall have all of the rights, powers and authority as is necessary or desirable to enable it to carry out the purposes of the Council, manage, supervise and operate the Condominium and administer the affairs of the Council. The said powers of the Board shall specifically include but shall not be limited to:
 - (a) To sue or defend litigation on behalf of and in the Council's name.
 - (b) engage and dismiss employees and agents, and define the duties and fix the compensation thereof.
 - (c) open bank accounts, designate officers to make deposits, sign checks and drafts;

- (d) prepare and adopt an annual budget for the Council.
- (e) determine, levy and collect pursuant to the budget the common expense charge and to use and expend such funds in accordance with the budget;
- (f) to make special assessments in accordance with these By-Laws;
- (g) to revoke the privileges, services or rights of any member who fails to pay his common expense charge or special assessments;
- (h) purchase supplies, materials, equipment and other personal property necessary for the maintenance and upkeep of the common areas, bath house, if any, and roads situated in the Condominium.
- (i) to borrow money and issue its notes, bonds or other evidences of indebtedness necessary to secure such loans. Provided, however, that any loan obtained on behalf of the Council shall have the prior majority approval of the general membership of the Council and in no event shall the Board pledge as security for any loan in excess of ten (10%) percent of the real assets owned by the Council unless same shall receive prior approval of fifty-one (51%) percent of the voting membership;
- (j) enter into contracts, agreements, mortgages and other written instruments or documents and authorize the execution, delivery and if appropriate, the recording thereof by the officer of the Council.
- (k) appoint and regulate committees for such purposes as it may deem necessary, specifically designating the powers and responsibilities of same;
- (l) make rules and regulations governing and administering, the use and enjoyment of the roads in any Condominium, the Condominium and the affairs of the Council.
- (m) enforce the provisions of the Master Deed for the Condominium and these By-Laws;
- (n) to take such other action(s) and accomplish such things as are necessary to promote, administer, regulate, promulgate and govern the welfare, best interests, social and recreational interest of the members, and the administration and management of the Council.
- (o) to maintain the septic system serving the campsites in the Condominium.
- (p) obtain and maintain the necessary insurance coverage for the common elements of the Condominium in accordance with the Master Deed and these By-Laws;
- (2) Duties: The duties of the Board shall specifically include but shall not be limited to the following:
 - (a) the maintenance, operation and upkeep of the bath house, if any, in the Condominium.
 - (b) the maintenance and upkeep of the common areas and roads in the Condominium;
 - (c) obtaining and maintaining any and all insurance coverage required by the Master Deed and these By-Laws.
 - (d) payment of all expenses and debts of the Council.
 - (e) the maintenance of the septic systems serving the campsites in the Condominium.

- (f) provide garbage, trash and refuse collection for the Condominium.
 - (g) the enforcement of the provisions of the Master Deed and these By-Laws;
 - (h) the promulgation of the welfare and best interest of the membership of the Council as it pertains to the Condominium.
 - (i) the performance of such other duties which may be imposed upon the Board from time to time pursuant to law or the provisions of these By-Laws or necessary to carry out the purposes of the Council.
- (L) Indemnification: The Council shall indemnify every Director, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director of the Council, except as to matters where he shall be finally adjudged in such action, suit or proceedings, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not inclusive of all other rights to which the Director may be entitled.

ARTICLE VIII. OFFICERS

- (A) Officers and Qualifications:
- (1) Officers: The principal officers of the Council shall be a President, Vice President, Treasurer and Secretary.
 - (2) The officers of this Condominium council shall be the trustees for the purposes of N.J.S. Title 15.
 - (3) Qualifications:
 - (a) All of the aforementioned officers shall be members of the Board of Directors.
 - (b) One person may not hold more than one of the aforementioned offices except that one person may be both Treasurer and Secretary.
- (B) Election and Term:
- (1) Election: The officers provided for in Section A of this Article shall be elected by majority vote of the members of the Board of Directors at the organizational meeting of the Board of Directors.
 - (2) Term:
 - (a) The officers provided for in Section A of this Article shall serve for a one (1) year term commencing with the organizational meeting of the Board of Directors.
 - (b) Any officer may serve an unlimited number of terms so long as he has been re-elected to the Board of Directors.
- (C) Duties of Officers:
- (1) President: The President shall be the chief executive officer of both the Council and the Board of Directors. Subject to the control of those two bodies, he shall direct, supervise, coordinate and have general control over the affairs of the Council and the Board. He shall preside at all meetings of either body unless he is absent in which case the Vice President shall preside. He shall have all of the powers and duties generally and ordinarily attributable to a chief executive officer of a corporation domiciled in the State of New Jersey including the power to sign checks, and documents on behalf of the Council.

- (2) **Vice President:** The Vice President shall perform all of the duties and have the authority of the President in his absence, and such other duties as may be required of him or assigned to him from time to time by the President or the Board of Directors.
- (3) **Treasurer:** The Treasurer shall have charge and custody of and be responsible for, all funds and securities of the Council, shall deposit, or cause to be deposited all such funds and securities in such depositories as the Board of Directors may direct, shall keep or cause to be kept correct and complete accounts and records of all financial transactions of the Council and shall submit or cause to be submitted to the Council an annual report of the financial status of the Council and such other reports as law, or these By-Laws or the Board of Directors may from time to time require.
- (4) **Secretary:** The Secretary shall keep or cause to be kept all records (or copies thereof if such documents must be recorded) of the Council and the Board. He shall give or cause to be given all notices as required by law, or these By-Laws, shall take and keep minutes of all meetings of the Council and the Board, shall maintain a record of the names and addresses of all campsite owners as well as copies of the Rules and Regulations of the community, copies of these By-Laws, all of which shall be available at the office of the Council for inspection by campsite owners during normal business hours. The Secretary shall in general perform all duties and have such authority as are ordinarily attributable to the Secretary of a corporation domiciled in the State of New Jersey or are assigned or delegated to him by the President or the Board of Directors.

The duties, powers, responsibilities, obligations and authority of the office of Secretary may be delegated to the Administrator of the Condominium except for the taking and custody of the minutes of the meetings of the Board and the Council.

- (D) **Assistant Officers:**
 - (1) The Board of Directors may appoint from time to time Assistant Secretaries or Assistant Treasurers or such other officers as it may deem necessary who shall have the powers and perform the duties of their respective superior officers in the absence of same and shall perform such duties as may be delegated to them by the President or the Board of Directors.
 - (2) Assistant officers must be members of good standing of the Council but need not be members of the Board of Directors.
- (E) **Compensation:** The officers of the Council shall receive no compensation unless same is approved by the membership.
- (F) **Removal:** Any officer may be removed from his office at any time by a majority of the Board of Directors, with or without cause whenever in the best judgment of the Board members the interests of the Council will be best served.
- (G) **Resignation and Disqualification of Officers:**
 - (1) **Resignation:** Any officer may resign at any time by written notice to the Board, effective as of the next Board meeting.

- (2) Disqualification: Any Board member who resigns, is disqualified or is removed as a Board member pursuant to Article VII of these By-Laws, shall also be deemed to have resigned, been disqualified or removed from any office he may hold at that time.
- (H) Vacancy: Vacancies caused by resignation, disqualification, death or removal shall be filled by a majority vote of the Board members though less than a quorum. Such successor to an office shall serve for the balance of the unexpired term of the officer whom he replaces.
- (I) Execution of Instruments: No agreement, check, document or other instrument shall be binding upon the Council unless entered into on its behalf by the Board and executed by the designated corporate officer(s).
- (J) Indemnification: Every officer of the Council shall be indemnified in accordance with the provisions of Article VII, Section L. hereof pertaining to the members of the Board of Directors of the Council.

ARTICLE IX. RELATIONSHIP OF THE COUNCIL TO THE TALL TIMBERS PROPERTY OWNERS ASSOCIATION

- (A) Representative to Property Owners Association
- (1) Qualification: The qualifications for the Director of the Property Owners Association are defined in the By-Laws of the Association.
- (2) Election: The membership of the Council shall elect one representative to the Board of Directors of the Tall Timbers Property Owners Association at the Annual Meeting of the Council.
- (3) Term: The representative shall serve for a term of two (2) years.
- (4) Meetings:
- (a) The representative shall attend Tall Timbers Property Owners Association meetings as defined in the By-Laws of the Association.
- (b) Said representative shall attend all regular meetings of the Condominium Board of Directors and the Council, including the Annual Meeting.
- (5) Removal, Disqualification and Resignation:
- (a) The representative may be removed or disqualified or resign in accordance with the By-Laws of the Property Owners Association.
- (b) Said representative may be removed or disqualified or may resign in the same manner as any Condominium Council director as defined in these By-Laws.
- (B) Association Committee Powers: All reasonable Rules and Regulations promulgated by the Campsite Control Committee and the Campground Control Committee of the Tall Timbers Property Owners Association shall be incorporated into the Rules and Regulations promulgated by the Condominium Council and its Board of Directors.

ARTICLE X. ADMINISTRATOR

The Condominium shall be managed by an Administrator.

- (A) Appointment: The Board of Directors by a majority vote shall appoint an Administrator to manage the Condominium. Upon such an appointment the Board by its duly authorized officers shall enter into a Written Agreement with the Administrator setting forth the terms and conditions of the Administrator's employment, said contract to be for a period not in excess of two (2) years.

- (B) Qualifications: The Administrator shall be a Real Estate Management Firm with offices in Sussex County, New Jersey, which is able and competent to provide the services necessary for the management of the Condominium and may be an individual, partnership, corporation, or other legal entity recognized by the State of New Jersey.
- (C) Powers and Duties: The Administrator shall have all of the powers, rights and duties delegated to it in the Written Agreement provided for in "A" above.
- (1) These powers, rights and duties may include, but are not limited to the following:
- (a) To collect the common expense charge and special assessments,
 - (b) To procure and pay for the maintenance, repair, improvement, replacements, upkeep and operation of the Condominium property,
 - (c) To keep proper and accurate books of account, and to make the same available for examination to any campsite owner or his duly authorized representative as required by law.
 - (d) To act as nominee or agent of the Council in any respect so delegated.
 - (e) To enforce all rules, regulations, restrictive covenants and provisions to the Master Deed, these By-Laws, the By-Laws of the Tall Timbers Property Owners Association, and any laws and regulations of the State of New Jersey, its agencies and subdivisions and all municipal ordinances, rules and regulations.
 - (f) Exercise such other powers and rights and perform such duties and responsibilities as set forth in the Administrator's agreement or as delegated to the Administrator by the Board from time to time.
 - (g) To designate and approve the equipment and recreational vehicles which shall be permitted in the Condominium and on any campsite, insuring that any equipment or vehicles designated and approved are in compliance with the laws of the State of New Jersey, and to take such action as may be necessary to prohibit or remove from the Condominium that equipment and those vehicles which have not been approved.
 - (h) To carry-out duties and responsibilities of the Secretary or any other officer, unless otherwise herein restricted, with the authority and power of that office, as may be delegated to the Administrator in his Written Agreement or in written additions to that Agreement from time to time.
- (2) This Written Agreement must specifically provide that the Administrator is the sole agent:
- (a) To procure all insurance with respect to the Condominium property and pay for the same as a Common Expense and to name itself as Insurance Trustee in accordance with the provisions of Article XI hereof; and to collect any awards or claims thereunder and dispose of the same in accordance with the provisions of Articles XI and XII hereof.
 - (b) for the maintenance, repair and replacement of:
 - (1) all conduits, plumbing pipe lines, wiring and other facilities for the furnishing of

septic, electric and water services to a campsite located within the Condominium unless same is a part of the water system for the community in which case the Tall Timbers Property Association shall accomplish same; provided however that each campsite owner shall be responsible for the maintenance and upkeep of the utility hookups on his campsite.

- (ii) provided further that the Administrator shall also be responsible for all incidental damage caused to a campsite by such work.

ARTICLE XI. INSURANCE

The insurance which shall be carried with respect to the property shall be governed by the following provisions:

- (A) Authority to Purchase: All insurance policies with respect to the common elements shall be purchased by the Administrator for the benefit of the Council and the members in respect to their ownership interest. Premiums upon insurance policies purchased by the Administrator shall be paid by the Administrator on behalf of the Council and charged to the members as part of their common expense charge.
- (B) Coverage:
- (1) All insurable improvements upon the land which comprises the common elements and all personal property as may be owned by the Condominium shall be insured in an amount equal to the maximum insurable replacement value thereof as determined annually by the Board of Directors and insurance company affording such coverage. Such coverage shall afford protection against:
 - (a) Loss or damage by fire and other hazards.
 - (b) Public liability and property damage in such amounts and in such forms as shall be required by the Board of Directors.
 - (c) Workmen's Compensation policy to meet the requirements of law.
 - (d) All liability insurance shall contain cross liability endorsements to cover liabilities of campsite owners as a group to a campsite owner, and of a campsite owner to the campsite owners as a group. The Council and the Administrator as agent for the Council shall be included as named insured.
 - (2) Each campsite owner may obtain insurance, at his own expense, affording coverage upon his campsite, his personal property and for his personal liability.
- (C) Special Provisions: All insurance policies purchased by the Administrator shall be for the benefit of the Council and the campsite owners and all proceeds payable as a result of casualty losses shall be paid to the Administrator, as Trustee, for the benefit of the campsite owners, the share of each being equal to his percentage interest in the common elements as set forth in the Master Deed.
- (D) Distribution of Proceeds: Proceeds of insurance policies received by the Administrator shall be distributed to or for the benefit of the beneficial owners in the following manner:
- (1) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired or the facility is to be reconstructed, the proceeds shall be paid to

defray the cost thereof as hereinafter provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners determined in accordance with Section C of this Article. All Remittances to campsite owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a campsite, and may be enforced by him.

- (2) Failure to Reconstruct or Repair: If it is determined that the damage for which the proceeds are paid shall not be repaired or the facility shall not be reconstructed, the proceeds shall be distributed to the beneficial owners determined in accordance with Section C of this Article. Remittances to campsite owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a campsite and may be enforced by him. In making distribution to campsite owners and their mortgagees, the Administrator may rely on a certificate of the Secretary of the Council as to the names of the campsite owners and their respective shares of the distribution. Upon request of the Administrator, the Secretary shall forthwith deliver such certificate.

ARTICLE XII. RECONSTRUCTION OR REPAIR OF CASUALTY:

- (A) Damage to Common Elements: If any part of the common elements shall be damaged by casualty, the insurance proceeds shall be used to repair or reconstruct same, unless the Council determines that the damage should not be repaired.
- (B) Special Assessment: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of any structure, a special assessment shall be made by the Board of Directors against the campsite owners in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, the funds for the payments of the costs thereof are insufficient, a special assessment shall be made against the campsite owners in sufficient amounts to provide funds for the payment of such costs.
- (C) Construction Funds: The funds for payment of costs or reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Administrator and funds collected from assessments against campsite owners on account of such casualty, shall be disbursed by the Administrator in payment of such cost in the manner directed by the Board of Directors.

ARTICLE XIII. FINANCES, COLLISION EXPENSE CHARGE

- (A) Depositories: The funds of the Council shall be deposited in such banks and/or Savings and Loan Associations as may be determined by the Board of Directors from time to time and shall be withdrawn only upon check or demand executed by two officers of the Council or the Administrator, if duly empowered by the Board of Directors.
- (B) Fidelity Bonds: The Treasurer and any other officer of the Council who is authorized to sign checks, handle, have control over or be responsible for the funds of the Council

- and the Administrator, if applicable, shall be bonded in such amount as may be determined by the Board but in no event less than Ten Thousand (\$10,000.00) Dollars. All bonds shall be in an amount sufficient to equal the monies an individual has control over or is responsible for via a signatory or bank account or other depository account.
- (C) Fiscal Year: The fiscal year for the Council shall begin on the 1st day of March each year, provided, however, that the Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board may deem it advisable.
- (D) Budget:
- (1) The Board of Directors shall prepare an annual budget for the Council for the ensuing year.
 - (2) The Secretary of the Council shall forward to the members of the Council a copy of the budget, a copy of the estimate of the net expenses of the Council for the ensuing year (including reserves) and an estimate of the common expense charge.
- (E) Determination and Payment of Common Expense Charge: Each campsite owner shall share the common expenses and shall own the common surplus in the same proportion as set forth in Item 3 of this Section.
- (1) Determination:
 - (a) The Board of Directors shall, upon adoption of the budget of the Council, and pursuant thereto, determine the respective pro-rata amount of the total expenses of the Council for which each campsite owner shall be liable as his common expense charge. In so determining the common expense charge for each campsite, the Board shall take into account any surplus in the accounts of the Council.
 - (b) As part of the common expense charge the Board shall collect the Tall Timbers Property Owners Association Dues. The Board, upon collection of these dues, shall remit the Association Dues to the Association together with an accounting of those owners who have paid and those who have not.
 - (c) If the Board of Directors shall fail to fix a new common expense charge for the ensuing fiscal year, pursuant to this section, then the campsite owners shall pay the same common expense charge including, however, any special assessments they paid for the then current fiscal year as if such sum were the new common expense charge and such failure shall not constitute a waiver, modification or release of any campsite owner's obligation to pay same.
 - (2) Payment:
 - (a) When the amount of the common expense charge has been determined, a statement setting forth that individual's common expense charge shall be sent by mail by January 15th.
 - (b) Each campsite owner's common expense charge shall be due and payable on or before March 1st of the same year.
 - (c) No campsite owner shall limit his liability for payment of his common expense charge by the waiver of the right to use the facilities in the Condominium or by the abandonment of his campsite or otherwise.

- (d) In addition to any remedies that are provided for hereinafter in these By-Laws, a campsite owner who fails to pay his common expense charge may be prohibited by the Board of Directors from using the facilities and common areas available in the Condominium and shall be prohibited from voting in the affairs of the Council. In addition, the Council in its discretion, may terminate any services to the campsite or campsite owner.
- (3) **Termination:** In the event that the Condominium is terminated, any common surplus that may exist shall be distributed to campsite owners such that each owner is receiving a proportion of the surplus equal to the proportion his own payments represented in the total monies collected by the Condominium.
- (F) **Assessments:** The membership in general and/or individual campsite owners may be assessed as follows. Terms and conditions for collection of these assessments may be determined by the Board of Directors of the Council.
- (1) **Membership in General:**
- (a) If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual expenses of the Council for such fiscal year for any reason, the Board of Directors shall, at any time, it deems necessary and proper, levy a special assessment against each campsite owner in the same proportion as the original common expense charge.
- (b) The Board of Directors shall pursuant to the occurrence provided for in Article XII of these By-Laws have the right to levy a special assessment upon the membership of the Council. Said special assessment to be levied per campsite in equal proportion of such total amount as is necessary to carry out any reconstruction or repair.
- (2) **Individual Campsite Owners:**
- (a) In the event that the Board of Directors shall determine that any expenditure which has been or will be made out of the funds of the Council is primarily for the benefit of, or is the responsibility of a specific campsite owner or owners, the Board shall levy a special assessment upon such campsite owner or owners to obtain the funds necessary for or to recover such expenditure.
- (b) Any campsite owner(s) shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Administrator. Such expense shall be collected as a Special Assessment.
- (G) **Common Expense and Assessment List:** The Treasurer shall have a list which indicates, for each campsite, the name and address of the campsite owner(s), the common expense charges, any assessments and the amounts paid or unpaid. A Certificate stating the status of a campsite owners' assessment account shall be issued, upon demand, to the mortgagee of any campsite and such other persons as a campsite owner may request in writing.
- (H) **Liability For Common Expense Charge And Assessments:** The Owner of a campsite and his grantees shall be jointly and severally liable for all unpaid assessments or common expense charges due and payable at the time of a conveyance

but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common element or by abandonment of the campsite for which the assessments are made. A purchaser of a campsite at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for the common expense charge or assessments coming due after such sale and for that portion of due common expense charges or assessments prorated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid common expense charges and assessments paid beyond the date such purchaser acquires title.

- (I) Lien: The unpaid portion of the common expense charge or of an assessment which is due shall be secured by a lien upon
- (1) The campsite and all appurtenances thereto.
 - (2) All tangible personal property located on the campsite except that such lien shall be subordinate to prior bona fide liens of record.

(J) Collection Of And Interest On Common Expense Charges And Assessments:

- (1) Collection: The Board of Directors may enforce collection of delinquent common expense charges or assessments by suit at law or by foreclosure of the liens securing the same or by any other competent proceeding. In any such event they shall be entitled to recover, on behalf of the Condominium, in the same action, suit or proceeding, the payments which are delinquent at the time of judgment, or decree together with the interest rate provided above and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorney's fees.
- (2) Interest: Any common expense charge or special assessment not paid on or before thirty (30) days after the date when due shall bear the highest interest rate permitted by law unless the Board of Directors shall waive the interest. All payments upon account shall be applied first to interest then to the assessment payment first due. All interest collected shall be credited to the common expense account.

- (K) Financial Statement to Membership: The Treasurer shall mail an annual financial statement to the members of the Council.

ARTICLE XIV. COMPLIANCE AND DEFAULT

- (A) Legal Action: Each campsite owner shall be governed by and shall comply with the terms of the Master Deed, these By-Laws and Rules and Regulations adopted pursuant thereto and as any of the same may be amended from time to time. A default or breach of the provisions of same shall entitle the Council or the Administrator on behalf of the Council, the Board of Directors or campsite owners to relief by means of all appropriate legal action. The prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.
- (B) No Waiver of Rights: The failure to enforce any right, provision, covenant or condition which may be granted by the Master Deed, these By-Laws or Rules and Regulations adopted by the Council pursuant hereto, or by law shall not constitute a waiver of such right in the future.
- (C) Remedies Cumulative: All rights, remedies and privileges granted pursuant to any terms, provisions, covenants or conditions of the Master Deed, these By-Laws, any Rules and

Regulations or by law shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by any of the same or at law or in equity.

ARTICLE XV. JUDICIAL SALES

- (A) Authorized Transactions: No Judicial sale of a campsite nor any interest therein shall be valid unless the sale is to a purchaser approved by the Council, which approval shall be in recordable form and shall be delivered to the purchaser, unless such sale is a result of a public sale with open bidding.
- (B) Unauthorized Transactions: Any sale, mortgage or lease which is not authorized pursuant to the terms of these By-Laws or for which authorization has not been obtained pursuant to the terms of these By-Laws, shall be void, unless subsequently approved by the Council.

ARTICLE XVI. RIGHTS OF FIRST REFUSAL

Any campsite owner wishing to sell his campsite in this Condominium shall have the right to sell or convey his campsite, subject, however, to the right of first refusal hereby given and granted to the Council in accordance with the following:

- (A) Owner Notifies Council: The selling campsite owner shall give written notice to the Secretary of the Council that he has or that he proposed to enter into a bona fide sale of his campsite. With such notice and as a condition precedent to the effectiveness thereof, he shall furnish the name and address of the intended grantee, together with the price, terms and conditions of the proposed sale, which latter requirement may be satisfied by submission of a copy, certified to be true and correct, of the contract entered into or proposed to be entered into subject to this right of first refusal, between the selling campsite owner and the proposed grantee.
- (B) Thirty-Day Period: For a period of thirty (30) days after the mailing of the notice required by the preceding paragraph, the Council shall have the right to purchase the property of the selling campsite owner upon the exact same price, terms and conditions of the proposed sale.
- (C) Council's Right of First Refusal: Should the Council wish to exercise its right of first refusal, it shall advise the selling campsite owner thereof in writing within the aforesaid thirty (30) day period, which notice shall be deemed to constitute a binding contract between the selling campsite owner and the Council, upon the terms set forth in the notice of intent.

If the Council shall not exercise its right of first refusal within said thirty (30) day period, the selling campsite owner shall have the right to conclude such bona fide sale to the proposed grantee named in said notice of intent in strict accordance with the terms therein stated. However, if the selling campsite owner shall fail to conclude such transaction within ninety (90) days after the aforesaid thirty (30) day right of first refusal period has expired, or should there be any variation in the material terms of

such proposed transaction, then and in either such event the selling campsite owner shall again be required to give the Council a further right of first refusal for a period of thirty (30) days upon the same terms and conditions and following the same procedures as applied in the first instance.

- (D) Notices: All notices referred to in this Article shall be given by registered or certified mail forwarded to the address of the campsite owner as it appears on the records of the Council. Delivery shall be deemed made and notice shall be deemed given by such mailing and shall not be dependent upon acceptance by the addressee.

ARTICLE XVII. NON-AUTHORIZED SALES VOIDABLE

Any sale, voluntary transfer, conveyance, or mortgage which is not authorized by the terms of these By-Laws, or for which authorization has not been obtained pursuant to the terms thereof, is voidable and may be voided by certificate of the Council recorded in the recording office where the Master Deed is recorded.

ARTICLE XVIII. LEASING A CAMPSITE

- (A) Tenant's Conduct: Any campsite owner leasing or allowing others to occupy his campsite for any period of time shall be fully responsible for all actions of his guests or occupants, his tenant and the tenant's servants, guests or invitees, all of whom shall be required to comply with these By-Laws and Rules and Regulations issued by Council pursuant hereto.
- (B) Any campsite owner wishing to enter into a bona fide lease of his campsite to any proposed tenant for a period which may exceed one (1) month shall:
- (1) Give written notice thereof to the Council. With such notice he shall furnish, the name and address of the intended tenant, and members of such intended tenant's immediate family who may occupy the leased campsite, together with the terms, conditions and price of said lease and such other information as may be required to complete such forms as the Council may adopt for such purposes.
 - (2) The Council shall have fourteen (14) days after the mailing of such notice of intent to approve or disapprove of such proposed leasing.
 - (3) If the Council approves of such proposed leasing, either by written notice of consent or by its failure to act in said fourteen (14) day period, it shall be deemed to constitute approval, and the campsite owner proposing to enter into such bona fide lease shall have the right to conclude the same with the tenant proposed in said notice of intent. Should the Council disapprove of the proposed leasing, it shall advise the campsite owner of such disapproval in writing within the aforesaid fourteen (14) day period. For a period of seven (7) days thereafter, the Council shall have the right to produce a tenant approved by it who may become the tenant under the same terms, conditions and price of the proposed lease. If such approved tenant is produced by the Council, notice shall be given to the campsite owner within that seven

- (7) day period; such notice shall be deemed to constitute a binding lease between the campsite owner and the approved tenant. If the Council shall fail to produce such alternative tenant within said seven (7) day period in accordance with the foregoing, the owner of the campsite shall have the right to conclude such bona fide lease subject to the conditions stated herein.
- (C) Under no circumstances may the tenant under such lease make an assignment thereof or sublet to any other person for any period of time. Moreover, no modification or extension of said lease shall be permitted without the written consent of the Council.

ARTICLE XIX. AMENDING DOCUMENTS

- (A) Amendments may be made in the Master Deed, these By-Laws or any Rules and Regulations by the action of the Council, proposed and adopted in the following manner:
- (1) Notice: Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered.
 - (2) Resolution: A resolution adopting a proposed amendment may be proposed by the Council or any campsite owner and after being proposed, must be approved by the affirmative vote of the campsite owners representing fifty-one (51%) percent of all the voting members.
- (B) Exception: Alterations in the percentage interest of each campsite and the general common elements can not be done except with the consent of all campsite owners and their mortgagees.
- (C) Recording: No such amendment may be operative until it is embodied in a recorded instrument which shall be recorded in the Office of the Clerk of Sussex County, in the same manner as the Master Deed.

ARTICLE XX. TERMINATION

The Condominium shall be terminated, if at all, in the following manner:

- (A) Unanimous Agreement: The termination of the Condominium may be effected by the agreement of all campsite owners and all persons holding any encumbrances or any of the same, which agreement shall be evidenced by an instrument or instruments executed by all such persons in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Office of the Clerk of Sussex County, New Jersey.
- (B) Shares of Campsite Owners After Termination: After termination of the Condominium, the campsite owners shall own the property as tenants in common in undivided shares. The holders of mortgages and liens against the campsite or campsites formerly owned by such campsite owners shall have mortgages and liens upon the respective undivided shares of the campsite owners. Such undivided shares of the campsite owners shall be as set forth in the Master Deed. All funds held by the Council shall be and continue to be held jointly for the campsite owners and their encumbrances in proportion to the amount of the assessments paid by each campsite owner. The costs incurred by the Council in connection with a termination shall be a common expense.
- (C) Partition: Following termination, the property may be partitioned and sold upon the application of any campsite owner.

ARTICLE XXI. MISCELLANEOUS PROVISIONS

- (A) Covenants Running with the Land: All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every campsite and the appurtenances thereto, and every campsite owner and claimant of the property or any part thereof or interest therein and his heirs, executors, administrators, successors and assigns; shall be bound by all of the provisions of the Condominium Documents.
- (B) Limitation of Liability: Notwithstanding the duty of the Council to maintain the common areas, roads, and bath house, if any, situate in the Condominium, the Council shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.
- (C) Captions: Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.
- (D) Gender, Singular, Plural: Whenever the context so permits, the use of the singular shall include the plural, and the singular or plural and any gender shall be deemed to include all genders.
- (E) Severability: If any provision of these By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of New Jersey, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.
- (F) Interpretation: The provisions of these By-Laws shall be liberally construed to effectuate the purpose of the Council.
- (G) Effective Date: These By-Laws shall take effect as of the 5th day of July, 1978.

EXHIBIT "A-5"

TALL TIMBERS PROPERTY OWNERS ASSOCIATION BOOK 1009 PAGE 1186
 BY-LAWS INDEX

SUBJECT	ARTICLE/SECTION	PAGE
IDENTITY	I	
Name	A	1
Address	B	1
Seal	C	1
PURPOSE AND RESPONSIBILITY	II	
MEMBERSHIP	III	
VOTING	IV	
Requirement	A	2
The Voting Unit	B	2
Loss of Voting Privilege	C	2
Method of Voting	D	2
Determination of Voting Results	E	2
Notification of Voting Results	F	3
Waiver and Consent to Dispense with Vote	G	3
MEETINGS OF THE MEMBERSHIP	V	
Place	A	3
Notice	B	3
Annual Meeting	C	3
Special Meetings	D	3
Quorum	E	3
Waiver and Consent	F	3
Adjourned Meeting	G	3
COMMUNICATION WITH MEMBERSHIP	VI	
Notices and Statements	A	4
Responsibility of Member	B	4
BOARD OF DIRECTORS OF ASSOCIATION	VII	
Number and Qualification	A	4
Election and Term	B	4
Proviso	C	4
Meetings	D	5
Quorum	E	5
Voting	F	5
Compensation	G	5
Removal	H	5
Resignation and Disqualification	I	6
Vacancy	J	6
Powers and Duties	K	6
Indemnification	L	8
OFFICERS OF THE ASSOCIATION	VIII	
Officers and Qualifications	A	8
Election	B	8
Duties	C	9
Assistant Officers	D	9
Compensation	E	10
Resignation, Disqualification, Removal	F	10
Vacancy	G	10
Execution of Instruments	H	10
Indemnification	I	10
ADMINISTRATOR	IX	
Appointment	A	10
Qualifications	B	10
Powers and Duties	C	10
FINANCES AND ASSOCIATION DUES	X	
Depositories	A	11
Fidelity Bonds	B	11
Fiscal Year	C	11
Budget	D	12
Determination and Payment of Dues	E	12
Assessments	F	13
Dues and Assessments List	G	13
Liability for Dues and Assessments	H	13
Lien	I	13

SUBJECT	ARTICLE/SECTION	PAGE
Collection/Interest on Dues & Assessments	J	14
Financial Statement	K	14
COMPLIANCE AND DEFAULT	XI	
Legal Action	A	14
No Waiver of Rights	B	14
Remedies Cumulative	C	14
TRANSFER OF OWNERSHIP OF A CAMPSITE	XII	
Notice	A	14
Liability Survives Termination	B	15
AMENDING THIS DOCUMENT	XIII	
Notice	A	15
Resolution	B	15
Recording	C	15
MISCELLANEOUS	XIV	
Limitation of Liability	A	15
Captions	B	15
Gender, Singular, Plural	C	15
Severability	D	15
Interpretation	E	16
Effective Date	F	16

BY-LAWS OF THE TALL TIMBERS PROPERTY OWNERS ASSOCIATION

ARTICLE I. IDENTITY

The following By-Laws shall govern the Tall Timbers Property Owners Association, a non-profit corporation organized and existing under the laws of the State of New Jersey.

- (A) Name:
The name of the Association shall be The Tall Timbers Property Owners' Association.
- (B) Address:
The address of the Association shall be R.D. #2, Box 488, Sussex, New Jersey 07461.
- (C) Seal:
The seal of the Association shall bear its name and the words "not for profit" and "State of New Jersey".

ARTICLE II. PURPOSE AND RESPONSIBILITY

- (A) Purpose:
The purpose or purposes of the Association are:
- (1) To act as an advisory body to the various condominiums situated in the community.
 - (2) To promote the welfare and well being, and the social and recreational interest of all the owners of campsites at the community.
 - (3) To promote the use of and provide for the maintenance of the roads lying and situated in the community which are not part of any condominium, the water system for the community, sewage disposal centers, commonly called dumping stations and to provide security for the community.
- (B) Responsibility:
The Association shall be responsible for providing and performing any and all acts and services of any type whatsoever which may be necessary to carry out and effectuate the purpose of the Association and enforcing the provisions of these By-Laws and the provisions of any Master Deed for any condominium in the community if the Council for that condominium does not do so.

ARTICLE III. MEMBERSHIP

- (A) All owners of campsites at the community known as Tall Timbers shall be members of the Association. Membership in the Association shall be limited to owners of campsites at Tall Timbers.
- (1) If ownership of a campsite is vested in more than one person, then all persons so owning the said campsite shall be members of the Association.
 - (2) If ownership of a campsite is vested in a corporation, the officers of said corporation shall be members of the Association.
- (B) Transfer of ownership of a campsite, either voluntary or by operation of law shall terminate the membership of the transferor; the transferee will then acquire all the rights and duties of his predecessor.

ARTICLE IV. VOTING

Whenever the vote of campsites is required or permitted by any provision of these By-Laws in connection with any action of the Association, the vote, in order to be valid, must be conducted in accordance with the following:

- (A) Votes must be cast in person or by proxy, as defined below, at a meeting of the membership called and held in compliance with Article V.
- (B) The Voting Unit:
- (1) Each campsite in the community shall be entitled to one (1) vote in the affairs of the Association.
 - (a) If a campsite is owned by one person, his right to vote shall be established by the recorded title to the campsite.
 - (b) If a campsite is owned by more than one person, the co-owners of that campsite are entitled to jointly submit one vote to represent their campsite on any given issue.
 - (i) If co-owners of a single campsite submit, in person and/or by proxy, more than one intended vote on a given issue, none of the intended votes for that campsite on that issue shall be recognized as valid.
 - (c) If a campsite is owned by a corporation, the President of that corporation shall designate, in a Certificate to the Secretary of the Association, an officer of the corporation who shall be entitled to cast the vote of the campsite for the corporation.
 - (d) An individual owning more than one campsite shall be entitled to one vote for each campsite owned.
 - (2) The vote of a campsite shall not be divisible.
- (C) Loss of Voting Privilege:
If the Association dues for any campsite are not paid when due, the vote for such campsite shall be lost until such time as the Association dues are paid together with any interest or costs due thereon.
- (D) Method of Voting:
- (1) A vote may be cast in person at the meeting at which the subject is being voted upon, or
 - (2) A vote may be cast by filing a proxy as hereinafter provided:
 - (a) The Secretary of the Association shall be responsible for providing each campsite owner with an official form for voting by proxy. This form shall:
 - (i) be enclosed with the Notice required in Article V Section B.
 - (ii) set forth, but not limited to the following items: the campsite for which the member is voting, the issues to be voted upon by the membership, a place for the member to indicate his vote, a signature line and a return address.
 - (b) The campsite owner voting by proxy shall complete the proxy form, sign it and return it to the address indicated on the form to arrive prior to the meeting for which the notice was sent.
 - (c) Each proxy so filed, which represents a vote cast in compliance with Article IV, shall represent the vote of that campsite at that meeting as if the vote were cast in person at that meeting.
 - (d) The proxies provided for in this section shall only be valid for the particular meeting designated thereon.
- (E) Determination of Voting Results:
A majority of total eligible votes present, in person or by proxy, at that meeting where a quorum has been established shall decide the question unless these By-Laws provide otherwise in which event the percentage of votes required thereby shall control.

- (F) Notification of Vote Results:
The Secretary of the Association shall be responsible for the prompt notification of the membership of the matters discussed at all meetings and the outcome of any vote on any issue placed before the membership.
- (G) Waiver and Consent to Dispense with a Vote:
Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action, if such a meeting were held, shall consent in writing to such action being taken; provided, however, notice of such action shall be given to all members.

ARTICLE V. MEETINGS OF THE MEMBERSHIP

- (A) Place:
The Association shall hold meetings at such place within the community known as Tall Timbers as may be designated by the Board of Directors of the Association.
- (B) Notices:
It shall be the duty of the Secretary of the Association to mail or deliver a Notice of each Annual or Special Meeting, stating the time and place and purpose thereof, to each campsite owner of record at least fifteen (15) days, but not more than thirty (30) days prior to such meeting. If a vote is part of the agenda of this meeting, the Notice shall provide explanation of the issues or items to be voted upon and the proxy form provided for in Article IV Section D above. This duty of the Secretary may be delegated to the Administrator.
- (C) Annual Meeting:
Annual Meetings of the Association shall be held at 2:00 P.M. on the 4th day of July each year. At this time the Association may transact its regular business, and should provide for discussion of the current and future budget. At this meeting the memberships of the Campsite Control Committee and the Campground Control Committee should be established and, provision made for these committees to meet at a future date.
- (D) Special Meetings:
Special Meetings of the members for any purpose or purposes unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of the voting members representing twenty-five (25%) percent of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all Special Meetings shall be confined to the items stated in the Notice thereof.
- (E) Quorum:
At the meeting of the Association, the voting members, present in person or by proxy, whose voting interest constitutes fifty-one (51%) percent majority of the aggregate eligible voting interests of all campsites shall constitute a quorum. The occurring vote of such majority shall be valid and binding upon the Association except as otherwise provided in these By-Laws. A quorum once established may not be broken by the withdrawal of one or more voting members.
- (F) Waiver and Consent:
Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and the vote of members may be dispensed with if not less than a majority of the members who would have been entitled

- to vote upon the action, if the meeting were held, shall consent in writing to such action being taken; provided however, notice of such action shall be given to all members.
- (G) Adjourned Meeting:
If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

ARTICLE VI COMMUNICATION WITH MEMBERSHIP

- (A) All notices and/or statements required to be mailed or delivered to the membership shall be mailed or delivered to the address of the owner as it appears on the books of the Association, or delivered to him personally.
- (B) It is the responsibility of the member to inform the Association Secretary of any changes of address or any other change that would affect or interfere with the required communications between the member and the Association.

ARTICLE VII BOARD OF DIRECTORS OF THE ASSOCIATION

- (A) Number and Qualifications:
- (1) Number: The affairs of the Association shall be governed by a Board of Directors composed of one representative from each of the condominiums situated in the community.
 - (2) Qualifications:
 - (a) All Directors shall be at least twenty-one (21) years of age and members in good standing, by reason of their current payment of their Condominium common expense charge, Association dues and any assessments levied by either the Council or the Association, and by reason of their being in compliance with the Master Deed, By-Laws and Rules and Regulations governing their Condominium, and these By-Laws or any Rules and Regulations promulgated by the Board of Directors of this Association. The Directors shall be the trustees of the Association for the purposes of N.J.S. Title 15.
 - (b) No individual shall serve as the representative of more than one Condominium.
- (B) Election and Term:
- (1) Election: Each Director shall be elected in accordance with the terms and provisions of the By-Laws which govern the Condominium which he represents.
 - (2) Term: Each Director shall hold office for a term of two (2) years unless said term is terminated as set forth in these By-Laws or the By-Laws of the Condominium which the Director represents.
- (C) Proviso:
- (1) Until such time as the community known as Tall Timbers is subdivided into all of the Condominiums which shall comprise the community, or until July 4, 1981, the Association shall be governed by a Board of Directors consisting of twenty (20) members, comprised of one representative of each existing Condominium and the balance being appointed by Tall Timbers, Inc.
 - (2) Provided further that the provisions of these By-Laws governing the Number, Qualifications, Term and Election of Directors shall not apply to those Directors appointed by Tall Timbers, Inc.

(D) Meetings of the Board of Directors:

(1) Place:

All meetings of the Board shall be held at the community known as Tall Timbers.

(2) Organizational Meeting:

The Organizational Meeting of the Board of Directors shall be held within 15 days of the date of the election of the representatives of the various Condominiums, at such time as may be fixed by the Board. At that meeting the Board shall elect the Officers of the Association for the ensuing year. Notwithstanding the provisions of Item 5 of this Article, no notice shall be required for this Organizational Meeting.

(3) Regular Meetings:

The Board shall hold regular meetings at least once every two (2) months at such times as the Directors may fix.

(4) Special Meetings:

Special Meetings of the Board may be called by the President of the Association or, in his absence, the Vice President, upon the written request of three (3) members of the Board. The President shall call any such meeting not less than five (5) nor more than twenty (20) days after receipt of such request, designating the time, location and purpose of such meeting.

(5) Notice of Meetings:

(a) Written notice of any meeting of the Board shall be given by the Secretary to each member of the Board at least five (5) days but not more than twenty (20) days prior to such meeting.

(b) Waiver of Notice: The requirement for written notice for a particular meeting may be waived if all Board members consent in writing, either before or after that particular meeting.

(E) Quorum:

A majority of Directors in office at the time of any meeting shall comprise a quorum for the transaction of all business.

(F) Voting:

Each Board member shall be entitled to cast one (1) vote, and a majority vote of the Board, a quorum being present, shall bind the Board for all purposes unless otherwise provided by law in these By-Laws.

(G) Compensation:

The Director's fee, if any shall be determined by the voting members of the Association. Provided, however, that no Director appointed pursuant to Section C of this Article shall receive any compensation for serving as a Director.

(H) Removal of Directors:

Any Director may be removed as the representative of the Condominium which he represents, by his Condominium Council, pursuant to the provisions of the By-Laws of that Condominium. Should this occur, the Secretary of the Council which removes its representative shall give immediate notice to the Board of Directors of the Association and also provide the name of the individual elected by the Condominium to fill that Director's unexpired term.

(I) Resignation and Disqualification:

(1) Resignation:

Any Director may resign at any time by sending written notice of same to the Secretary of the Association and to the Secretary of the Condominium Council which he represents. Unless otherwise specified therein, such resignation shall take effect upon the receipt thereof by both Secretaries.

(2) Disqualification:

The following shall constitute a disqualification:

- (a) More than three (3) consecutive absences, commencing with the Organizational Meeting of the Board, shall automatically constitute that member's resignation effective when accepted by the Association Board of Directors. When such resignation is accepted, the Association Secretary shall notify the appropriate Condominium Council so that the Council can elect a new representative.
- (b) Delinquency of more than thirty (30) days in the payment of a common expense charge, Association dues or any assessment levied by the Condominium Council which he represents, or levied by this Association, shall automatically constitute a resignation effective when accepted by the appropriate Condominium Council. The Council's Secretary shall notify the Association Board of the accepted resignation of the representative, and provide the name of the individual elected to fill the unexpired term of the disqualified Director.
- (c) The transfer of title of a Director's campsite shall automatically constitute the resignation of that Director, effective when accepted by the Condominium Council which he represents. The Council Secretary shall notify the Association Board of the accepted resignation and provide the name of the individual elected to fill the unexpired term of the disqualified Director.

(J) Vacancy:

Upon any vacancy or vacancies on the Board, whether caused by resignation, death, removal, disqualification or retirement, the applicable Condominium or Condominiums shall elect, pursuant to its By-Laws, a new representative to the Association Board; the Council's Secretary shall notify the Board of the name of the individual elected to fill the vacancy.

(K) Powers and Duties of the Board of Directors:

(1) Powers:

Subject to any limitations provided by law, and Master Deed filed for any Condominium in the community, and these By-Laws, the Board of Directors shall have all of the right, power and authority as is necessary or desirable to enable it to carry out the purposes of the Association, to manage and supervise the community known as Tall Timbers, and to administer the affairs of the Association. The said powers of the Board shall specifically include, but shall not be limited to the following:

- (a) to sue or defend litigation on behalf of and in the Association name;
- (b) to engage and dismiss employees and agents and define the duties and fix the compensation thereof;
- (c) to open bank accounts, designate officers to make deposits, sign checks and drafts;

- (d) to prepare and adopt an annual budget for the Association.
- (e) to determine and levy, pursuant to the budget, the Association dues and to use and expend such funds in accordance with the budget.
- (f) to make special assessments in accordance with these By-Laws.
- (g) to revoke the privileges, services or rights of any member who fails to pay his Association dues or special assessments levied by the Association.
- (h) to purchase supplies, materials, equipment and other personal property necessary for the maintenance, improvement, repair and refurbishing of the common areas, roads, facilities and utilities situated in the community.
- (i) to borrow money and issue its notes, bonds or other evidences of indebtedness necessary to secure such loans. Provided, however, that any loan obtained on behalf of the Association shall have the prior majority approval of the general membership of the Association, and in no event shall the board pledge as security for any loan in excess of ten (10%) percent of the real assets owned by the Association unless same shall receive prior approval of fifty-one (51%) per cent of the voting membership.
- (j) to acquire, own, hold, use or lease real property by gift, bequest, devise or otherwise upon approval of the general membership; provided, however, that no approval shall be necessary for the Board to acquire title to and ownership of the roads which are not in any condominium, and the water system for the community, and/or land situated in the community.
- (k) to enter into contracts, agreements, mortgages and other written instruments or documents; and authorize the execution, delivery and, if appropriate, the recording thereof by the Officers of the Association:
- (l) to appoint and regulate committees for such purposes as it may deem necessary, specifically designating the powers and responsibilities of same;
- (m) to enforce the provisions of the Master Deed of any Condominium, should any Condominium Council fail to do so;
- (n) to take such other action(s) and accomplish such things as are necessary to promote, administer, regulate, promulgate and govern the welfare, best interest, social and recreational interests of the members, and the administration and management of the Association and the community.
- (o) to make rules and regulations governing and administering the use and enjoyment of the roads not in any Condominium; governing and administering the community and the affairs of the Association;
- (p) to obtain all adequate and necessary insurance coverage in such amounts as the Board of Directors shall deem necessary and sufficient for the protection of the Association;

- (q) to organize and supervise social and recreational functions within the community and to appoint committees for this purpose.
- (r) The foregoing rights and powers of the Board shall be in addition to and not in limitation of any other rights which the Board may have by law or these By-Laws.

(2) Duties:

The duties of the Board shall specifically include but shall not be limited to the following:

- (a) the ownership, operation, management and maintenance of the water system supplying the campsites in the various Condominiums with water;
- (b) provide security for the community;
- (c) own, maintain and manage the use of the roads in the community which are not part of any condominium;
- (d) obtaining and maintaining all necessary insurance coverage;
- (e) payment of all expenses and debts of the Association and the tax assessments against real property owned by the Association;
- (f) the promulgation of the welfare and best interests of the membership of the Association as it pertains to the community;
- (g) maintain, manage and operate the sewage disposal centers commonly called dumping stations;
- (h) the performance of any other duties which may be imposed upon the Board from time to time pursuant to law or the provisions of these By-Laws or necessary to carry out the purposes of the Association.

(L) Indemnification:

The Association shall indemnify every Director, his heirs, executors and administrators against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director may be entitled.

ARTICLE VIII. OFFICERS OF THE ASSOCIATION

(A) Officers and Qualifications:

(1) Officers:

The principal officers of the Association shall be a President, Vice President, Treasurer and Secretary.

(2) Qualifications:

- (a) All of the aforementioned Officers shall be members of the Board of Directors.
- (b) One person may not hold more than one of the aforementioned offices except that one person may be both Treasurer and Secretary.

(B) Election and Term:

(1) Election:

The Officers provided for in Item 1 of Section A of this Article shall be elected by majority vote of the members of the Board of Directors at the Organizational Meeting of the Board of Directors.

(2) Term:

- (a) The Officers provided for in Item 1 of Section A of this Article shall serve for a one (1) year term commencing with the

Organizational Meeting of the Board of Directors.

- (b) Any Officer may serve for an unlimited number of terms so long as he has been re-elected to the Board of Directors.

(C) Duties of the Officers:

(1) President:

The President shall be the chief executive officer of both the Association and the Board of Directors. Subject to the control of those two bodies, he shall direct, supervise, coordinate and have general control over the affairs of the Association and the Board. He shall preside at all meetings of either body unless he is absent, in which case the Vice President shall preside. He shall have all of the powers and duties generally and ordinarily attributable to a chief executive officer of a corporation domiciled in the State of New Jersey, including the power to sign checks and documents on behalf of the Association.

(2) Vice President:

The Vice President shall perform all of the duties and have the authority of the President in his absence, and such other duties as may be required of him or assigned to him from time to time by the President or the Board of Directors.

(3) Treasurer:

The Treasurer shall have charge and custody of, and be responsible for all funds and securities of the Association; shall deposit or cause to be deposited all such funds and securities in such depositories as the Board of Directors may direct; shall keep or cause to be kept correct and complete accounts and records of all financial transactions of the Association and shall submit or cause to be submitted to the Association an Annual Report of the financial status of the Association and such other reports as law or these By-Laws or the Board of Directors may from time to time require.

(4) Secretary:

The Secretary shall keep or cause to be kept all records (or copies thereof, if documents must be recorded) of the Association and the Board. He shall give or cause to be given all notices as required by law, or these By-Laws; shall take and keep minutes of all meetings of the Association and the Board; shall maintain a record of the names and addresses of all campsite owners as well as copies of the Rules and Regulations of the development, copies of these By-Laws, all of which shall be available at the office of the Association for inspection by campsite owners during regular business hours. The Secretary shall, in general, perform all duties and have such authority as are ordinarily attributable to the Secretary of a corporation domiciled in the State of New Jersey, or are assigned or delegated to him by the President or the Board of Directors. The duties, powers, responsibilities, obligations and authority of the office of Secretary may be delegated to the Administrator of the Association, except for the taking and custody of the minutes of the meetings of the Board and the membership.

(D) Assistant Officers:

- (1) The Board of Directors may appoint, from time to time, Assistant Secretaries or Assistant Treasurers or such other officers as it may deem necessary who shall have the powers and perform the duties of their respective superior Officers in the absence

- of same and shall perform such duties as may be delegated to them by the President or the Board of Directors.
- (2) Assistant Officers must be members in good standing of the Association, but need not be members of the Board of Directors.
- (E) Compensation:
The Officers of the Association shall receive no compensation unless same is approved by the Association.
- (F) Resignation, Disqualification and Removal:
 (1) Any Officer who is disqualified, resigns from or is removed as a Board member, pursuant to Article VII, Sections H and I of these By-Laws, shall also be deemed to have been disqualified, to have resigned from or be removed from any office he may hold at that time.
 (2) Any Officer may resign at any time by written notice to the Board, effective as of the next Board meeting.
 (3) Any Officer may be removed from his office at any time by a majority of the Board of Directors, with or without cause, whenever, in the best judgment of the Board members, the interests of the Association will be best served.
- (G) Vacancy:
Vacancies caused by resignation, disqualification, death or removal shall be filled by a majority vote of the Board members though less than a quorum. Such successor to an office shall serve for the balance of the unexpired term of the officer whom he replaces.
- (H) Execution of Instruments:
No agreement, check, document or other instrument shall be binding upon the Association unless entered into on its behalf by the Board and executed by the designated corporate officer(s).
- (I) Indemnification:
Every Officer of the Association shall be indemnified in accordance with the provisions of Article VII, Section L hereof pertaining to the members of the Board of Directors of the Association.

ARTICLE IX ADMINISTRATOR

- The Association shall be managed by an Administrator.
- (A) Appointment:
The Board of Directors, through its Officers, shall engage and employ an Administrator for the Association and the community. Upon such appointment, the designated Officers shall enter into a Written Agreement with the Administrator, setting forth the terms and conditions of such employment; said agreement shall be for a period not to be in excess of two (2) years.
- (B) Qualifications:
The Administrator shall be a Real Estate Management Firm with offices in Sussex County, New Jersey, which shall be able and competent to provide the services necessary for the management of the Association and may be an individual, partnership, corporation or other legal entity recognized by the laws of the State of New Jersey.
- (C) Powers and Duties:
The Administrator shall have all of the powers, rights and duties delegated to it in the Written Agreement provided for in Item A of this Article.
 (1) These powers, rights and duties may include, but

are not limited to the following:

- (a) to receive, from each Condominium Council, the Association dues collected by that Condominium according to the provisions of Article X of these By-Laws; and the appropriate records of payment as therein provided.
 - (b) to maintain records of assessments against each campsite owner, as well as payments with respect thereto, and liens resulting from non-payment thereof in accordance with the provisions of these By-Laws; and to enforce collection of all amounts due from any campsite owner in accordance with the provisions of these By-Laws.
 - (c) to keep proper and accurate books of account.
 - (d) to procure all insurance which the Board of Directors may require from time to time.
 - (e) to enforce all rules, regulations and restrictive covenants in these By-Laws, any Rules and Regulations of the Association, and any laws and regulations of the State of New Jersey, its agencies and subdivisions, and all municipal ordinances, rules and regulations.
 - (f) to carry-out duties and responsibilities of the Secretary or any other officer, unless otherwise herein restricted, with the authority and power of that office, as may be delegated to the Administrator in his Written Agreement or in written additions to that Agreement from time to time.
- (2) This Written Agreement must specifically provide that the Administrator is the sole agent to procure and provide for the payment, from Association dues collected, of maintenance, repair, improvement, replacement, upkeep and operation of the water system and the sewage disposal centers of the community; also the maintenance and upkeep of roads which are not part of any condominium, garbage and trash collection, and the overall security for the community.

ARTICLE X FINANCES AND ASSOCIATION DUES

- (A) Depositories:
The funds of the Association shall be deposited in such banks and/or Savings and Loan Associations as may be determined by the Board of Directors from time to time and shall be withdrawn only upon check or demand executed by two Officers of the Association, or the Administrator if duly empowered by the Board of Directors.
- (B) Fidelity Bonds:
The Treasurer and any other Officer of the Association who is authorized to sign checks; handle, have control over, or be responsible for the funds of the Association, and the Administrator if applicable, shall be bonded in such amount as may be determined by the Board of Directors, but in no event less than Ten Thousand (\$10,000.00) Dollars. All bonds shall be in an amount sufficient to equal the monies an individual has control over or is responsible for via a signatory or bank account or other depository account.
- (C) Fiscal Year:
The fiscal year for the Association shall begin on the first day of March each year, provided however, that the Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United

States of America.

(D) Budget:

- (1) The Board of Directors shall prepare an annual budget for the Association for the ensuing year.
- (2) The Secretary of the Association shall forward to the members of the Association, a copy of the budget, a copy of the net expenses of the Association for the ensuing year (including reserves) and an estimate of the Association dues.

(E) Determination and Payment of Association Dues:

(1) Determination:

The Board of Directors, upon adoption of the budget, shall determine the respective pro-rata amount of the total expenses of the Association for which each campsite shall be liable as his Association dues. In so determining the Association dues for each campsite owner, the Board shall take into account any surplus in the accounts of the Association.

If the Board shall fail to fix a new assessment for the ensuing year, then the campsite owner shall pay the same Association dues, including however, any Special Assessments called for in the then current fiscal year, as if such sum were the new Association dues. Failure to fix a new assessment shall not constitute a waiver, modification or release of any campsite owner's obligation to pay same.

(2) Payment:

Following determination as above provided, the Treasurer of the Association shall notify the Treasurers of the various Condominiums of the amount of the Association Dues due from each campsite owner. The Association Dues due from each owner shall be incorporated into the Common Expense Charge due from that owner.

- (a) Each campsite owner shall pay his Association Dues as part of his Common Expense Charge.
- (b) The Condominium Council, upon collection, shall forward to the Association, that portion of payment which represents the Association Dues, together with appropriate records of same.
- (c) The Association shall maintain accurate records reflecting these payments or the non-payment of each campsite owner's Dues.
- (d) No campsite owner shall exempt himself from liability for the Association Dues by the waiver of the right to use the facilities and/or services of the Association, or the abandonment of his campsite or otherwise.
- (e) In addition to any remedies that are provided for hereinafter in these By-Laws, a campsite owner who fails to pay his Association Dues may be prohibited, by the appropriate Council, from using the facilities and common areas available in his Condominium; and shall be prohibited from voting in the affairs of the Council or the Association. In addition, the Association, in its discretion, may terminate any services to the campsite or campsite owner.

- (3) The above Determination and Payment provisions shall be conducted on a calendar which provides for coordination with the Statement and Payment schedule required in the By-Laws of the Condominiums.
- (F) Assessments:
The membership in general and/or individual campsite owners may be assessed as follows. Terms and conditions for collection of these assessments may be determined by the Board of Directors of the Association.
- (1) Membership in General:
If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual expenses of the Association for such fiscal year, for any reason, the Board of Directors shall, at any time it deems necessary and proper, levy a Special Assessment against each campsite owner in the same proportion as the original Association Dues.
- (2) Individual Campsite Owner(s):
- (a) In the event that the Board of Directors shall determine that any expenditure which has been or will be made out of the funds of the Association is primarily for the benefit of, or is the responsibility of a specific campsite owner or owners, the Board shall levy a Special Assessment upon such campsite owner(s) to obtain the funds necessary for or to recover such expenditure.
- (b) A campsite owner(s) shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by proceeds of insurance carried by the Association. Such expense shall be collected as a Special Assessment.
- (G) Dues and Assessments List:
The Treasurer shall have a list which indicates, for each campsite, the name and address of the campsite owner(s), the Dues, any assessments and the amounts paid or unpaid. A Certificate stating the status of a campsite owners' account shall be issued, upon demand, to the mortgagee of any campsite and such other persons as a campsite owner may request in writing.
- (H) Liability for Dues and Assessment:
The owner of a campsite and his grantees shall be jointly and severally liable for all assessments or Association Dues which are payable at the time of a conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common element, or by abandonment of the campsite for which the assessments are made.
The purchaser of a campsite at a judicial or foreclosure sale, or a first mortgagee who accepts a deed in lieu of foreclosure, shall be liable only for the Association Dues or assessments coming due after such sale, including the pro-rated Dues and Assessments for the balance of the fiscal year.
Such purchaser as aforesaid shall be entitled to the benefit, from the date of transfer of title, of all pre-paid Association Dues and assessments.
- (I) Lien:
The unpaid portion of the Association Dues, or of an assessment which is due, shall be secured by a lien upon:

- (1) The campsite owned by the defaulting owner, and his proportionate interest in the common elements of the Condominium.
 - (2) All tangible personal property located on such campsite, except that such lien shall be subordinate to prior bona fide liens of record.
- (J) Collection of and Interest on Dues and Assessments:
- (1) Collection:
The Board of Directors may enforce collection of delinquent Association Dues or assessments by suit at law or by foreclosure of the liens securing the same, or by any other competent proceeding; and, in any event, they shall be entitled to recover, on behalf of the Association, in the same action, suit or proceeding, any payment which is delinquent at the time of the judgment or decree, together with the interest rate provided for in Item 2 below, and all costs incidental to the collection and the action, suit or proceedings, including, without limiting the same to reasonable attorney's fees.
 - (2) Interest:
Any Association Dues and any assessments not paid on or before thirty (30) days after the date when due, shall bear the highest interest rate permitted by law unless the Board of Directors shall waive the interest and certify such waiver to the Treasurer. All payments upon account shall be applied first to interest, then to the assessment payment first due.
- (K) Financial Statement:
The Treasurer shall mail an annual financial statement to the members of the Association.

ARTICLE XI. COMPLIANCE AND DEFAULT

- (A) Legal Action:
Each campsite owner shall be governed by and shall comply with the terms of the Master Deed, the By-Laws of his Condominium and the Rules and Regulations that may be adopted pursuant thereto; the By-Laws of the Association and Rules and Regulations that may be adopted by the Association pursuant thereto; and as any of the above may be amended from time to time. Default or breach of same shall entitle the Board of Directors of the Association, or the Administrator if so delegated, and/or the campsite owners in the community to relief by means of all appropriate legal action.
The prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.
- (B) No Waiver of Rights:
The failure to enforce any right, provision, covenants or condition which may be granted by any document referenced in Section A above, shall not constitute a waiver of such right in the future.
- (C) Remedies Cumulative:
All rights, remedies and privileges granted pursuant to any terms, provisions, covenants or conditions of the Master Deed, these By-Laws, the Rules and Regulations that may be adopted by the Association pursuant thereto or any one or more, shall not be deemed to constitute an election of remedies, nor shall it preclude the party that is exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by any of the same, or at law in equity.

ARTICLE XII. TRANSFER OF OWNERSHIP OF A CAMPSITE

- (A) Notice:
All owners of campsites shall notify the Secretary of the

Association of any transfer, by sale or otherwise, of the ownership of his campsite. This notice shall be sent within fifteen (15) days prior to the date of said transfer, and shall include such information and be in such form as the Board of Directors shall prescribe.

All notices necessary to be sent to a campsite owner shall be sent to the person shown as the owner on the Association records, and shall be binding as to any other Owner of said campsite when no notification of the transfer of ownership is given in accordance with this Article.

- (B) **Liability Survives Termination of Membership:**
The termination of membership in the Association by the transfer of an individual's campsite shall not relieve or release any such former owner or member from any liability or obligations incurred under, or in any way connected with the Association during the period of such ownership and membership; or impair any rights or remedies which the Association may have against such former owner and member arising out of, or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII. AMENDING THIS DOCUMENT

Any amendment to these By-Laws shall be accomplished in the following manner:

- (A) **Notice:**
Notice of subject matter of the proposed amendment, in reasonably detailed form, shall be included in the Notice of any meeting at which a proposed amendment is considered.
- (B) **Resolution:**
A resolution adopting a proposed amendment may be proposed by the Board of Directors, or any campsite owner; after being proposed, the amendment must be approved by the affirmative vote of the campsite owners representing fifty-one (51%) percent of all the voting members' interests.
- (C) **Recording:**
No such amendment may be operative until it is embodied in a recorded instrument which shall be recorded in the same manner as the Master Deed in the Office of the Clerk of Sussex County, New Jersey.

ARTICLE XIV. MISCELLANEOUS

- (A) **Limitation of Liability:**
Notwithstanding the duty of the Association to maintain the roads which are not a part of any Condominium, the water system and sewage disposal centers, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for the injury or damage caused by the elements or by other owners or persons.
- (B) **Captions:**
Captions used in these By-Laws are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium documents.
- (C) **Gender, Singular, Plural:**
Whenever the context so permits, the use of the singular shall include the plural, and the singular or plural and any gender shall be deemed to include all genders.
- (D) **Severability:**
If any provision of these By-Laws or any Section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of New Jersey, then the said laws shall be deemed

controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

(E) Interpretation:

The Provisions of these By-Laws shall be liberally construed to effectuate the purpose of the Association.

(F) Effective Date:

These By-Laws shall take effect as of the 5th day of July, 1978.