

01793

MASTER DEED  
OF  
OAK SECTION, A CONDOMINIUM

*See Deed  
Book  
1071/222  
2855/83*

DECLARATION OF CONDOMINIUM, made this <sup>20<sup>th</sup></sup> day of <sup>December</sup>.  
1976 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.

1. 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.

(E)

2. Location of Property:

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

3. Name of Condominium:

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

4. Campsites:

Exhibit A-2 attached hereto and made a part hereof is a survey of the property described in Exhibit A-1 setting forth 117 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.

5. Compliance with Statutes and Ordinances, Use of Campsite:

(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 subparagraph (a) of this section 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.

COUNTY OF SUSSEX  
None  
Tall Timbers  
12/20/76

SUSSEX COUNTY CLERK'S  
OFFICE - VERNON, N.J.  
HENRY B. COSTER  
1976 DEC 20 PM 1:58

REC'D & RECORDED

6. Common Elements of the Oak Condominium:

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

- (i) the roads situated in the tract which comprises condominium.
- (ii) the green areas situate in the Oak Section Condominium.
- (iii) the bath house situated in the Oak Section Condominium, if any.

7. Association Property:

(a) The Declarant, its successors and assigns from time to time shall convey to the Tall Timbers Property Owners Association subject to any easements or right of ways which are of record or existing on the ground or which may be reserved to the Declarant, its successors and assigns, itself the following:

- (1) the roads lying and situated in the campground community which are not part of any condominium.
- (2) the right of ways, 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.
- (3) the water system and waste disposal system for the community and the sewage disposal centers commonly call dumping stations.

8. 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 facilities 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 or assigns from time to time.

(c) Notwithstanding the provisions of subsection (b) of this section, 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 campsite owner elect not to exercise his right to use the said recreational amenities and facilities for any one year, this shall not preclude him from making such an election in any future year.

9. Easements, Right of Ways, and Reservations:

(a) The Declarant reserves for itself, its successors and assigns, the Tall Timbers Property Owners Association and the Oak Section 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, right of ways necessary to maintain the water lines and sewage disposal system serving the condominium and the campsites situated 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, community bridal paths 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, 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-3 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.

10. Ownership Interest of Common Elements:

The owner of each campsite shall also own a proportionate undivided 1/117th or .084% interest in the common elements of the condominium as described in Section 6 hereof. The share of each campsite owner in the common elements applicable to each campsite shall be appurtenant thereto and inseparable from the ownership thereof.

11. Associations:

Every person who acquires title, legal or equitable, to any campsite in the Condominium shall automatically become a member of the Oak Section 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) Oak Section Condominium Council:

(1) The Oak Section 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 included but not limited to:

(i) the administration, occupancy, management and operation of the Condominium known as Oak Section.

(ii) the maintenance, repair and upkeep of the green areas, roads and bath house, and all other common elements, within the Condominium and the appurtenant drainage and slope easements reserved by Declarant pursuant to Section 9 of this Master Deed.

(iii) 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 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.

(iv) the enforcement of the restrictions, prohibitions, terms and conditions of this Master Deed and the By-Laws of the Council.

(2) 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) 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.

(i) The common expense charge shall include but not be limited to the following items of expense:

(A) Assessments by the Tall Timbers Property Owners Associations as hereinafter provided.

(B) The cost of maintaining the roads and green areas, bath house and all other common elements.

(C) The property taxes on the roads and green areas, bath house and all other common elements.

(D) The insurance premiums necessary to provide the insurance coverage provided for herein or in the By-Laws.

(E) The maintenance, upkeep and repair and cleaning of the bath house.

(F) The Administrator's fee.

(G) Administrative and operating costs of the council including accounting and legal services.

(H) Purchasing, maintenance and replacement of any equipment and supplies.

(I) Contingent reserve accounts.

(J) Utilities for the common elements.

(K) 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.

(ii) 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) 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.

(5) Each campsite owner shall share the common expenses and shall own the common surplus in the same proportion as his interest in the common elements as set forth in paragraph "10" hereof.

(b) Tall Timbers Property Owners:

(1) 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 and obligation and authority to accomplish the following:

(i) 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.

(ii) 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.

(iii) 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.

(iv) the promulgation and enforcement of rules and regulations providing for the orderly and proper development use and operation of the community known as Tall Timbers.

(v) the ownership, upkeep and maintenance of the waste disposal system for the community and the dumping stations in the community.

(vi) the administration and development of the said community.

(2) Each campsite owner shall have one vote in the affairs of the Association in accordance with the provisions of the By-Laws of the Oak Section, a condominium.

(i) Each condominium section shall elect one member of 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.

(3) The Association shall have the right, duty and authority to determine, levy and collect 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 been approved by Vernon Township and the Department of Housing and Urban Development and in no event shall pay same over.

(i) The Association Dues shall include but not be limited to the following items of expense:

(A) The cost of maintaining the road and any green areas which it may own in the community.

(B) Water charge.

(C) The property taxes on the roads and green areas which it owns.

(D) The insurance premiums necessary to provide the insurance coverage provided for in its By-Laws.

(E) The administrative and operating costs of the Association including accounting and legal services.

(F) Garbage, trash and refuse pick up and disposal.

(G) Purchasing, maintenance and replacement of equipment and supplies.

(H) Waste Disposal

(I) Contingent reserve accounts.

(J) Security for the community.

(K) 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.

(4) The Association shall have the right, duty and responsibility to insure that the Oak Section 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 Oak Section, a Condominium, the By-Laws of the Tall Timbers Property Owners Association and any rules and regulations promulgated by the Council or the Association.

(i) 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.

(ii) Provided further that the Association shall not interfere in the operation or administration of the Oak Section Condominium unless same is necessary under subparagraph (i) 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.

(iii) 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.

#### 12. Management of the Condominium:

(a) The Condominium Council shall appoint a real estate management firm (Administrator) with offices in Sussex County, New Jersey as administrator for the condominium. The administra-

tor shall provide management services for the condominium until such time as its appointment is terminated by the vote of the majority of the members of the Council. Upon such termination, the Council shall by vote of the majority of its members, appoint a successor administrator meeting the qualifications which may be established by the Council.

(1) The administrator shall have all the duties, obligations, responsibilities and authority necessary to operate, maintain and administer the condominium and the roads, green areas and bath house and all other common elements including the right to collect the common expense charge and special assessments unless specifically reserved to the Council herein or in the By-Laws.

(2) The Council shall engage or employ an administrator only by written agreement setting forth the complete terms and conditions of such appointment.

13. Administrator, Tall Timbers Property Owners Association:

The Tall Timbers Property Owners Association shall engage and employ an Administrator in accordance with the provisions of its By-Laws.

14. Protective Covenants:

(a) No campsite shall be used except for camping purposes.

(b) No campsite shall be used as a residence.

(c) No 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 or the Administrator, if such duty is delegated to it, shall be utilized on any campsite. The Council or the Administrator on its behalf, shall maintain a current approved list of same which shall be available to all campsite owners.

(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 with the written permission of Declarant and the Council or the Administrator acting on behalf of the Council.

(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 Condominium.

(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 or snowmobiles 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 attachments such as porches, awnings or the like or other accessory structures shall be permitted on the camping vehicles or on the campsites.

(x) Other than the campsite owners tent or recreational vehicles, only nameplates, campsite identification numbers, storage shed, screened enclosures, picnic tables, fireplaces and/or barbecues approved by the Council or the Administrator 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 campsite owners may not occupy any campsite for more than 15 consecutive days during the period November 1st to March 31st inclusive of each year, and when camping vehicles are not being so used they shall be stored in a storage area to be provided by Declarant for the storage of camping vehicles during the aforesaid time period. 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 March 31st 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.

(dd) The Council or the Administrator acting on its behalf, shall be responsible for the maintenance, repair and replacement of:

(i) All conduits, plumbing, wiring and other facilities for the furnishing of power and light 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.

(ii) They shall also be responsible for all incidental damage caused to a campsite by such work as may be done or caused to be done by the Council in accordance herewith.

15. Use of Common Elements:

(a) The common elements shall be used in accordance with and subject to the following provisions:

Section (1): 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.

Section (2): 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.

Section (3): Maintenance, repair, management and operation of the common elements shall be the responsibility of the Council; provided, however, that all work to be performed as well as the expenditures therefor, shall be made and conducted by the Administrator as previously mentioned herein.

Section (4): Any alteration and improvements may be made to the common elements provided the making of such alterations or improvement is first approved by the affirmative vote of the campsite owners representing at least two-thirds (2/3) of the campsite owners in the condominium together with the approval of the holder of any first mortgage present upon the premises.

Section (5): The Council shall not be or become liable to any person for failure to provide maintenance, repair or replacements unless it shall have failed to provide the same after notice in writing stating the need therefor.

Section (6): 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.

16. 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 or the By-Laws of the Council 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 appertinent thereto. The said lien shall attach from the date of the recording the same in the applicable records of Sussex County and may be foreclosed by the Council or the Administrator 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. The Administrator, however, shall be entitled on behalf of the Council to rent the campsite during said period and to set off any amounts received against the amount due from the defaulting owner.

17. Enforcement of Protective Covenants:

(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 and 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.

(i) 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.

(ii) The cost of such maintenance or violation correction shall be levied upon the campsite owner in violation as a special assessment.

18. Grantees 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, as against Declarant, its successors and assigns and as against the Council, 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.

19. The 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.

20. Amendment:

(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 (50%) 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 (50%) percent of the campsites in the Condominium, this statement may only be amended by a written instrument approved by Fifty (50%) 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 rights 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.

21. Service of Process:

Joseph A. Galanis or Richard Von Oesen, with offices at Route 565, Vernon, Township; mailing address R.D. #2, Box 488, Sussex, New Jersey 07462, are hereby designated as agents eligible to receive service of process in any action which may be brought against the Condominium or the Council.

22. There is hereby incorporated herein and made a part hereof and attached hereto as Exhibit A-3, a copy of the By-Laws of Oak Sections Condominium Council and a copy of the By-Laws of the Tall Timbers Property Owners Association as Exhibit A-4.

23. 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, COUNTY OF SUSSEX ) SS.:

BE IT REMEMBERED, that on this 20<sup>th</sup> day of December, 1976, before me the subscriber, personally appeared Joseph A. Galanis, who being duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Secretary of Tall Timbers, Inc., the Corporation named in the within instrument; that John J. Schneider is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said John J. Schneider, President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me, the date aforesaid.

Joseph A. Galanis  
Joseph A. Galanis

Paul Gilchrist  
PAUL GILCHRIST  
NOTARY PUBLIC, NEW JERSEY  
My Comm. Expires Sept. 3, 1980

REC 20 76 1704 FE\*\*\*17.93

REC 20 76 1704 1704 1704 \*\*\*16.00

REC 20 76 1704 1704 1704 \*\*\*15.00

REC 20 76 1704 1704 1704 \*\*\*16.00

REC 20 76 1704 1704 1704 \*\*\*16.00

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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 northerly sideline of a private road, 50 feet in width, known as "Entrance Road"; said point of beginning is the Point of Curvature of a curve having a radius of 150.00 feet and a length of 228.18 feet as shown on "Map of Roads - Tall Timbers, Inc. - Vernon Township, Sussex County, New Jersey" filed in the Sussex County Clerk's Office in Newton, New Jersey as Registered Map No. 525; thence (1) along said road and curving to the left along the arc of a curve having a radius of 150.00 feet, a distance of 92.10 feet to the Point of Reverse Curvature with a curve having a radius of 25.00 feet; thence (2) leaving said road and curving to the right along said last mentioned curve, an arc distance of 32.03 feet to a point in the easterly sideline of a proposed private road, 50 feet in width; thence (3) along said proposed road North 32 degrees 14 minutes 17 seconds East 172.22 feet to the Point of Curvature of a curve having a radius of 725.00 feet; thence (4) curving to the left along said curve, an arc distance of 594.13 feet to a point; thence (5) still along said road North 14 degrees 42 minutes 54 seconds West 49.79 feet to the Point of Curvature of a curve having a radius of 1,450.77 feet; thence (6) curving to the left, along said curve, an arc distance of 240.00 feet to a point; thence (7) leaving said road North 52 degrees 52 minutes 14 seconds East 88.47 feet to a point; thence (8) North 32 degrees 52 minutes 35 seconds East 97.64 feet to a point; thence (9) North 23 degrees 57 minutes 45 seconds East 68.94 feet to a point; thence (10) North 12 degrees 48 minutes 15 seconds East 90.24 feet to a point; thence (11) North 38 degrees 07 minutes 43 seconds East 84.22 feet to a point; thence (12) North 64 degrees 48 minutes 57 seconds East 258.00 feet to a point; thence (13) South 46 degrees 56 minutes 30 seconds East 569.15 feet to a point; thence (14) South 47 degrees 27 minutes 09 seconds West 917.67 feet to a point; thence (15) South 1 degree 37 minutes 56 seconds East 132.33 feet to the 8th corner of the entire tract of which this lot is a portion; thence (16) South 30 degrees 29 minutes 24 seconds West 492.08 feet to the point and place of beginning.

Containing 11.824 acres of land, be the same more or less.

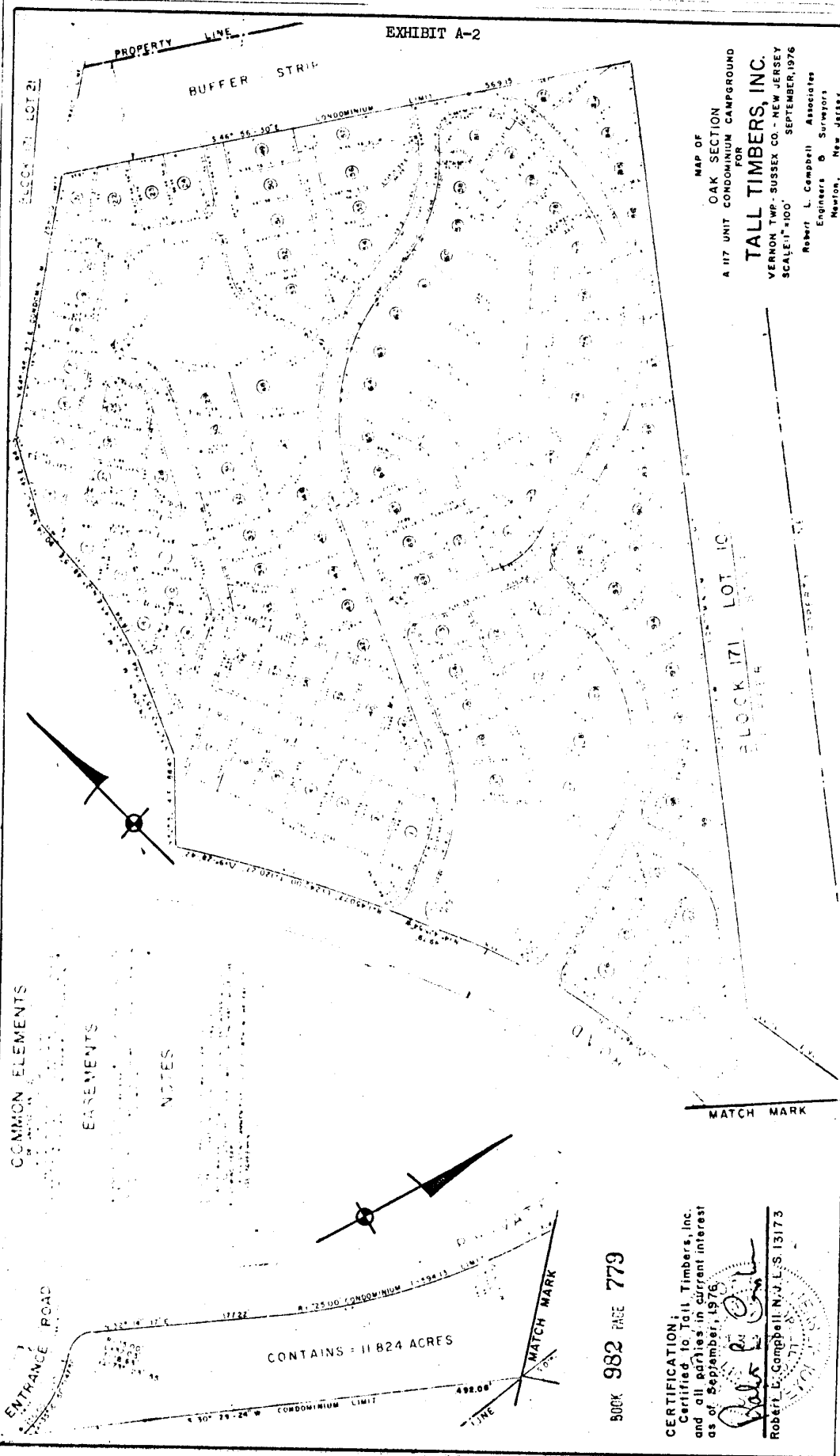
Excepting and reserving from the above described premises all utilities, together with the right of entry onto any of the lands and premises shown on exhibit A-2 for the purpose of maintaining, replacing, and enlarging any of the said utilities.

Also excepting and reserving from the above described premises, the right of the declarant, its' successors and assigns, including the purchasers of any camp sites in other condominiums within the community, to use, in common with the owners in Oak Condominium, the interior roadways and paths as shown on exhibit A-2.

Also excepting and reserving from the above described premises, the general easement provisions as set forth in paragraph 9 of the Master Deed.

Being a portion of the second tract as described in a deed of conveyance from William W. Evans, Jr. and Robert I. Goodman, Partners, trading as Evangood Associates to Tall Timbers, Inc., a corporation of the State of New Jersey dated July 2, 1975 and recorded in the Sussex County Clerk's Office in Book 959 of Deeds for said County on page 380 et seq.

EXHIBIT A-2



MAP OF  
 OAK SECTION  
 A 117 UNIT CONDOMINIUM CAMPGROUND  
 FOR  
**TALL TIMBERS, INC.**  
 VERNON TWP. SUSSEX CO. - NEW JERSEY  
 SCALE: 1" = 100' SEPTEMBER, 1976  
 Robert L. Campbell Associates  
 Engineers & Surveyors  
 Newton, New Jersey

COMMON ELEMENTS  
 EASEMENTS  
 NOTES

CONTAINS = 11.824 ACRES

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CERTIFICATION:  
 Certified to Tall Timbers, Inc.  
 and all parties in current interest  
 as of September, 1976

*Robert L. Campbell*  
 Robert L. Campbell, N.J. L.S. 13173



BY-LAWS OF OAK SECTION, A CONDOMINIUM

ARTICLE I. IDENTITY:

The following By-Laws shall govern the Oak Section Condominium and the council of co-owners being designated the Oak 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 a Master Deed with the Sussex County Clerk in which the real property subject thereto is described.

Section 1. Name:

The Association which shall govern and manage the Oak Section Condominium shall be the Oak Section Condominium Council.

Section 2. Address:

The address of the Council shall be R.D. #2, Box 488, Sussex, New Jersey.

Section 3. Seal.

The seal of 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 condominium property known as Oak Section.

ARTICLE III. MEMBERSHIP AND VOTING:

Section 1. Membership:

(a) Membership in the Council shall be limited to owners of campsites in the Oak Section Condominium. Transfer of ownership of a campsite either voluntarily or by operation of law shall terminate membership in the Council; the transferee will then acquire all of the rights and duties of his predecessor. All owners of campsites or their transferees must be members of the Council.

(b) If ownership of a campsite is vested in more than one person, then all of the persons so owning the said lot shall be members of the Council eligible to hold office, attend meetings, etc., but as hereinafter set forth, the vote of a campsite shall be cast by the voting member. If campsite ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its voting member.

Section 2. Voting:

(a) The owner(s) of each campsite in the community shall be entitled to one vote in the affairs of the Council. An individual(s) owning more than one (1) campsite shall entitle him to one (1) vote for each campsite owned.

(b) The vote of a campsite shall not be divisible.

(c) A majority of the members' total votes present at any meeting where a quorum has been established shall decide any question unless the Master Deed or these By-Laws provide otherwise, in which event the percentage of votes required thereby shall control.

Section 3. Designation of Voting Members:

(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 person entitled to vote for the campsite shall be designated in a Certificate signed by all of the owners of record of the campsite and filed with the Secretary of the Council. The person designated in such a Certificate who is entitled to cast the vote for such campsite shall be known as the voting member. Such a Certificate shall be valid until revoked or until superseded by a subsequent Certificate or until a transfer in the ownership of the campsite concerned. If such a Certificate is not on file with the Secretary of the Council for such campsite, then the vote of the said campsite shall not be considered in determining a quorum or for any purpose requiring the vote of the membership of the Council. Provided, however, that if a campsite is owned jointly by a husband and wife, the following three (3) provisions shall be applicable thereto:

(i) They may, but they shall not be required to, designate a voting member.

(ii) If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a campsite is not divisible.)

(iii) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the vote for the campsite as though he or she owned the campsite individually, and without establishing the concurrence of the absent person.

(c) If a campsite is owned by a corporation, the officer or employee thereof entitled to cast the vote of the campsite for the corporation shall be designated in a Certificate for this purpose; such a Certificate shall be signed by the President or Vice President of the corporation, attested to by the Secretary and filed with the Secretary of the Council. The provisions of Subsection (b) of this Section shall govern the revocation and failure to file such a Certificate.

Section 4. Method of Voting:

Votes may be cast in person by the designated voting member for each campsite at the meeting at which the subject is being voted upon or by filing a proxy as hereinafter provided.

Section 5. PROXIES:

(A) The Secretary of the Council shall notify the Administrator of the Condominium of any annual or special meeting and the issues or items that will be voted upon at such meeting. The Administrator shall then immediately forward to each campsite owner written notice of the meeting, the purposes thereof and any issues to be voted upon by the membership. Said notices to be delivered in accordance with Article V, Section 2 of these By-Laws.

(B) The notice provided for in Subsection (A) shall be mailed to each campsite owner at the address of the said owner as it appears on the records of the Council or delivered to the owner personally.

(C) The notice provided for in Subsection (B) of this section shall also contain for the designated voting member for each campsite, as established by Article III. Section 3 of these By-Laws, a proxy setting forth but not limited to, the following items: the campsite for which the member is entitled to vote, the issues to be voted upon by the membership, and a place for that member to indicate his vote on each issue.

(D) The proxies shall be completed by each designated voting member who shall sign same and return it to the Administrator at least forty-eight (48) hours prior to the meeting for which the notice was sent.

(E) The Administrator shall at the meeting, deliver to the Secretary of the Council, all of the proxies which it received in accordance with subsection (D) of this Section, along with a Certificate which sets forth that all of the proxies so delivered, constitute the total number of proxies which were received by the Administrator, and such other information as the Secretary shall from time to time require.

(F) The proxies shall be counted at the meeting by the Secretary of the Council and verified by the Administrator who shall then vote same in accordance with the wishes of the voting member as designated thereon.

(G) The Administrator shall promptly notify the membership of the matters discussed at all meetings and the outcome of any vote on any issue placed before the membership.

(H) Where a campsite is owned jointly by a husband and wife and if they have not designated one of them as a voting member, any proxy forwarded to the Administrator must be signed by both husband and wife.

(I) The proxies provided for in this Section shall only be valid for the particular meeting designated thereon.

Section 6. Loss of Vote:

If the common expense charge for any campsite is not paid when due, the vote for such a campsite shall be lost until such time as the common expense charge is paid together with any interest or costs due thereon.

ARTICLE IV. MEETINGS OF MEMBERSHIP:

Section 1. 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.

Section 2. 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. All notices shall be mailed to the address of the owner at it appears on the books of the Council or delivered to him personally. Provided however, this duty of the Secretary shall be allegated to the Administrator.

Section 3. Annual Meeting:

Annual meetings of the Council shall be held at 10:00 o'clock A.M. on the 4th day of July each year at which time the members shall elect the Board of Directors of the Council, adopt the annual budget of the Council, and transact such other business as may come before the meeting.

Section 4. Special Meeting:

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 a majority of the Board of Directors, or 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 objects stated in the Notice thereof.

Section 5. Quorum:

At any meeting of the Council, the presence in person or by proxy, the designated voting members whose voting interest constitutes fifty-one (51%) percent majority of the aggregate voting interests of all campsites which shall constitute a quorum and the occurring vote of such majority shall be valid and binding upon the Council except as otherwise provided in these By-Laws or the Declaration. A quorum once established may not be broken by the withdrawal of one or more designated voting members.

Section 6. 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.

Section 7. 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 V. BOARD OF DIRECTORS:

Section 1. Number and Qualification:

(a) Number

The affairs of the Council shall be governed by a Board of Directors consisting of five (5) persons.

(b) Qualifications

(i) 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 for the Condominium, the By-Laws of the Council and any Rules and Regulations promulgated by the Board of Directors for the Condominium.

(ii) All officers of a corporate owner of a campsite shall be deemed to be members of the Council so as to qualify them to serve on the Board.

Section 2. Election and Term

(a) 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.

(b) Election

Commencing with the annual meeting held on the 4th day of July, 1978, the membership of the Board of Directors shall be elected at the annual meeting.

Section 3. Proviso:

(a) Until such time as the first annual meeting of the Council which shall be held on the 4th day of July, 1978, the members of the Board of Directors of the Council shall be appointed by Tall Timbers Inc.

(i) 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.

(b) The following shall constitute the first Board of Directors of the Association:

1. Joseph Galanis
2. John Schneider
3. John Armenia
4. James Spanos
5. Richard VonOsen

Section 4. Meetings of the Board:

(a) Place

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

(b) Organizational Meeting

The organizational meeting of the Board of Directors shall be held within fifteen (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 Section 5 of this Article no notice shall be required of the organizational meeting.

(c) Regular Meetings

The Board shall hold regular meetings at least once every month at such times 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. Provided however, that in any event there shall be a meeting of the Board during the last calendar week in May at which meeting the Board shall adopt a proposed budget of the Council for the ensuing year.

(d) Special Meetings:

Special meetings of the Board may be called by the President of the Association 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 ten (10) nor more than twenty (20) days after receipt of such request, designating the time, location and purpose of such meeting.

Section 5. Notice of Meeting and Waiver:

(a) Notice

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 ten (10) days prior to such meeting.

(B)Waiver of Notice

Notice may be waived by any Board member in writing either given before or after the meeting. No action of the Board shall be valid unless a quorum is present or unless the Board has acted without the formality of a meeting, which it may do by obtaining the written consent of all Board members for any action so taken. Any action taken on behalf of the Board but without prior authorization therefor may be subsequently ratified by the Board.

Section 6. Quorum:

The presence of three (3) members of the Directors in office at the time of any meeting shall comprise a quorum for the transaction of all business.

Section 7. Voting:

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

Section 8. Compensation:

The Directors shall receive no compensation.

Section 9. Removal of Directors:

At any time after the first annual meeting of the membership of the Council 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 the voting members casting not less than two-thirds (2/3rds) of the members total votes of all campsite owners.

Section 10. Disqualification and Resignation of Directors:

(a) 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.

(b) Disqualification

(i) The following shall constitute a disqualification and automatic resignation of any Director effective when accepted by the Board.

(aa) Three (3) consecutive absences from any regular meeting of the Board commencing with the organizational meeting.

(bb) The transfer of title to any Director's campsite.

(cc) More than thirty (30) days delinquency in the payment of a Director's common expense charge or special assessment.

Section 11. Vacancy

Upon any vacancy or vacancies on the Board whether caused by resignation, death, disqualification, removal or retirement, a special meeting of the membership of the Council shall be called for the purpose of electing the necessary Directors to fill the vacancy or vacancies. Said meeting to be called pursuant to Article V, Section 4 of these By-Laws.

Section 12. Powers and Duties

(a) Powers

Subject to any limitation provided by law, the Master Deed for the Condominium, or these By-Laws, the Board of Directors shall have all of the rights, power and authority as is necessary or desirable to enable it to carry out the purposes of the Council, manage, supervise and operate the Oak Section Condominium and administer the affairs of the Council. The said powers of the Board shall specifically include but shall not be limited to:

- (1) To sue or defend litigation on behalf of and in the Council's name.
- (2) engage and dismiss employees and agents, and define the duties and fix the compensation thereof.
- (3) open bank accounts, designate officers to make deposits, sign checks and drafts;
- (4) prepare and adopt an annual budget for the Council.
- (5) determine, levy and collect pursuant to the budget the common expense charge and to use and expend such funds in accordance with the budget;
- (6) to make special assessments in accordance with these By-Laws;
- (7) to revoke the privileges, services or rights of any member who fails to pay his common expense charge or special assessments;
- (8) purchase supplies, materials, equipment and other personal property necessary for the maintenance and upkeep of the common areas, bath house and roads situated in the condominium.
- (9) 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 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 Council unless same shall receive prior approval of fifty-one (51%) percent of the voting membership;
- (10) 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;
- (11) appoint and regulate committees for such purposes as it may deem necessary, specifically designating the powers and responsibilities of same;
- (12) 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.



(13) enforce the provisions of the Master Deed for the Condominium and these By-Laws;

(14) 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 interests of the members, and the administration and management of the Council and the community;

(15) obtain and maintain the necessary insurance coverage for the common elements of the condominium in accordance with the Master Deed and these By-Laws;

(16) 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.

(b) Duties

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

(1) the maintenance operation and upkeep of the bath house in the condominium;

(2) the maintenance and upkeep of the common areas and roads in the condominium;

(3) obtaining and maintaining any and all insurance coverage required by the Master Deed and these By-Laws.

(4) payment of all expenses and debts of the Council;

(5) the enforcement of the provisions of the Master Deed and these By-Laws;

(6) the promulgation of the welfare and best interests of the membership of the Council as it pertains to the Condominium;

(7) 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.

Section 13. 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 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 the Director may be entitled.

ARTICLE VI. OFFICERS

Section 1. Officers and Qualifications

(a) Officers:

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

(b) Qualifications

(i) One person may not hold more than one of the aforementioned offices except that one person may be both Treasurer and Secretary.

(ii) All of the aforementioned officers shall be members of the Board of Directors.

Section 2. Election and Term:

(a) Term:

(i) The officers provided for in Section 1 of this Article shall serve for a one (1) year term commencing with the organizational meeting of the Board of Directors.

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

(b) Election:

The officers provided for in Section 1 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.

Section 3. Duties:

(A) President:

(1) 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.

(B) 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.

(C) 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.

(D) 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 and a voting list compiled pursuant to Article III, Section 3 hereof 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.

Section 4. Assistant Officers:

(A) 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.

(B) Assistant Officers must be members of good standing of the Council, but need not be members of the Board of Directors.

Section 5. Compensation:

The officers of the Council shall receive no compensation unless same is approved by the membership.

Section 6. Resignation and Removal:

(A) Any Board member who resigns, is disqualified or is removed as a Board member pursuant to Article V of these By-Laws, shall also be deemed to have resigned, been disqualified or removed from any office he may hold at that time.

(B) Any officer may resign at any time by written notice to the Board, effective as of the next Board meeting.

(C) 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.

Section 7. Filling Vacancies:

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.

Section 8. 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).

Section 9.

Every officer of the Council shall be indemnified in accordance with the provisions of Article V, Section 13 hereof pertaining to the members of the Board of Directors of the Council.

Section 10. Representative to Tall Timbers Association Board of Directors:

(A) The membership of the Council shall elect a representative to the Board of Directors of the Tall Timbers Property Owners Association at the annual meeting of the Council. Such representative will serve for a term of two (2) years.

(B) The said representative shall serve on the Board of Directors in accordance with the By-Laws of that Association. Provided however, he may resign or be disqualified or removed in the same manner as any director.

(C) The said representative shall attend all regular meetings of the officers and the Council including the annual meeting.

ARTICLE VII: ADMINISTRATOR:

Section 1. Appointment:

(A) The Condominium shall be managed by an Administrator.

(B) The membership of the Council by a majority vote shall appoint an Administrator to manage the condominium. Upon such an appointment the Council 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. Provided however, that until the second annual meeting of the Council, the Board of Directors shall appoint the said Administrator in accordance with the aforementioned provisions.

(C) The Administrator shall be an entity 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.

Section 2. Powers and Duties of Administrator:

The Administrator shall have all of the powers, rights and duties set forth herein or in the Master Deed, including without limiting the generality of the foregoing, the following:

(A) To collect the common expense charge and special assessments, as may be certified to it, in accordance with the provisions of Article X hereof, but nothing herein contained shall impose any duty or responsibility upon the Administrator except with respect to monies actually received.

(B) To procure and pay for the maintenance, repair, improvement, replacements, upkeep and operation of the Condominium property, and in case of casualty, for reconstruction and restoration, as the same may be authorized by certification of the Council and as monies may be available therefor. If the Council fails to certify expenses to the Administrator by the 1st of August of any year, the Administrator may assess each owner in accordance with the Master Deed and these By-Laws.

(C) To keep proper and accurate books of account, supporting vouchers, detailing in chronological order all receipts and expenditures, and to make the same available for examination to any campsite owner or his duly authorized representative as required by law.

(D) 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 VIII hereof; and to collect any awards or claims thereunder and dispose of the same in accordance with the provisions of Articles VIII and IX hereof.

(E) To act as nominee or agent of the Council with respect to the Options and Rights of First Refusal set forth in Article XV and XVI hereof, upon request and certification by the Council and to take and hold title upon any purchase of any campsite by the Council as such nominee or agent, upon such terms and conditions as may be mutually agreeable.

(F) 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 Article X hereof and to enforce collection of all amounts due from any campsite owner in accordance with the provisions of these By-Laws.

(G) To enforce all rules, regulations, restrictive covenants and provisions to the Master Deed, of these By-Laws, of 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.

(H) 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 Council from time to time.

(I) 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.

#### ARTICLE VIII. INSURANCE:

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

##### Section 1. 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.

##### Section 2. Campsite Owners:

Each campsite owner may obtain insurance, at his own expense, affording coverage upon his campsite, his personal property and for his personal liability.

##### Section 3. Coverage:

(A) 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 owner's as a group. The Council and the Administrator as agent for the Council shall be included as named insureds.

Section 4. Premiums:

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.

Section 5. 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.

Section 6. 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:

(A) 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 5 of this Article, all remittances to campsite owners and their mortgages being payable jointly to them. This is a covenant for the benefit of any mortgagee of a campsite, and may be enforced by him.

(B) 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 5 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.

(1) 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 IX. RECONSTRUCTION OR REPAIR OF CASUALTY:

Section 1. 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.

Section 2. 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, and such assessment shall be certified to the Administrator for collection. 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.

Section 3. Construction Funds:

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Administrator and funds collected by the Administrator 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 X. FINANCES, COMMON EXPENSE CHARGE:

Section 1. Depositories:

The funds of the Council shall be deposited in such banks and/or Savings and Loan Associations as may be determined by the Council 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.

Section 2. 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 Council 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.

Section 3. Fiscal Year:

The fiscal year for the Council shall begin on the 1st day of August, 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.

Section 4. Budget:

(a) The Board of Directors shall prior to the annual meeting of the Council, prepare a proposed annual budget for the Council for the ensuing year. The budget will then be presented to the membership of the Council at the annual meeting at which time same will be discussed and recommendations heard by the Board after which the budget shall, along with any modifications approved by membership, be adopted by the membership of the Council as the budget of the Council.

(b) Notwithstanding the provisions of paragraph (a) above, the Secretary of the Council shall forward to the members of the Council along with the notice of the annual meeting, a copy of the proposed 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.

Section 5. Determination of 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 paragraph 10 of the Master Deed. The common surplus existing at the end of the fiscal year, if any, may be retained by the Council and applied on account of future common expense charge of each partner, pro rata, for the coming year. In the event that the Condominium is terminated, said surplus shall be refunded to the campsite owner in accordance with their proportionate shares in the same, after deducting from the share of each, any unpaid charges and assessments.

(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 officer shall take into account any surplusage in the accounts of the Council.

(b) As part of the common expense charge the Board shall collect the Association Dues, as certified by the Administrator of the Association, the Administrator of the Council upon collection of the common expense charge shall remit the Association Dues to the Administrator or the Association together with an accounting of those owners who have paid and those who have not.

(c) When the amount of the common expense charge has been determined, the Treasurer shall certify same to the Administrator which shall within ten (10) days of such determination, send by registered or certified mail, to each campsite owner at his address listed on the records of the Council a statement setting forth that individual's common expense charge for each campsite owned.

(d) Each campsite owner's common expense charge shall be due and payable within thirty (30) days from the date of the said statement. Such charge shall be payable to the Administrator, who shall upon request, provide a receipt for same.

(e) 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.

(f) Other than as provided in paragraph (d) above, 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.

(g) 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, 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.

#### Section 6. Assessments:

##### (a) Membership in General:

(1) 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 (including by way of illustration and not limitation), any campsite owner's nonpayment of his common expense charge, 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 except that in the event such special assessment is required because of the failure of one or more campsite owners promptly to pay his common expense charge, the amount of the special assessment shall be increased to compensate for the anticipated failure of such defaulting campsite owner or owners to pay his or their share of such special assessment.

In the event that an assessment is made because of one or more campsite owners failure to pay the common expense charge, and the Council shall subsequently receive all or any part of the amounts due with respect to such unpaid charge from the defaulting campsite owner or owners, the amount of such receipt may be deducted proportionately from future common expense charge of the campsite owners who have paid such special assessment.

(ii) The Board of Directors shall pursuant to the occurrence provided for in Article IX 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 in such total amount as is necessary to carry out any reconstruction or repair.

(iii) Upon determination by the Board of the need for a special assessment pursuant to paragraphs (a) (i) and (a) (ii) of this Section and the amount thereof, the Administrator after certification by the Board shall within ten (10) days of such certification forward by certified or registered mail to each campsite owner at his address listed on the records of the Council, a statement setting forth the amount of the special assessment and the reasons therefor.

(iv) The special assessments provided for in paragraph (a) (i) or (a) (ii) of this Section shall be payable within sixty (60) days of the receipt thereof by a campsite owner.

(b) Campsite Owners:

(i) In the event that the Board of Directors shall determine that any expenditure which has been made out of the funds of the Council is primarily for the benefit of or the responsibility of a specific campsite owner or owners or that an expenditure must be made primarily for the benefit of or is the responsibility of a specific campsite owner or owners, including any damage to a common element, then the Council shall levy a special assessment upon such campsite owner or owners to obtain the funds necessary for or to recover such expenditure. If more than one campsite owner is responsible for or will derive the benefit from the expenditure, the Board shall also determine the respective amounts of such expenditures for which each campsite owner shall be liable.

(ii) Upon the Council making the determination set forth in paragraph (b) (i) of this Section, the Treasurer or the Administrator shall notify the effected campsite owners by certified or registered mail forwarded to their respective addresses as listed on the records of the Council, of the special assessment, the amount thereof, the reasons for the assessment and the terms and conditions for payment.

(iii) The special assessments provided for in paragraph (b) (i) of this Section shall be payable within sixty (60) days of the receipt thereof by a campsite owner.

Section 8. Common Expense and Assessment List:

The Common Expense Charge and any assessment levied against all campsite owners shall be set forth upon a list of the campsite owners which shall be available in the Office of the Administrator for inspection at all reasonable times by campsite owners or their duly authorized representatives. Such list shall indicate for each campsite the name and address of the campsite owner, any assessments, the common expense charge and the amounts paid or unpaid. A certificate made by the Administrator as to the status of a campsite owner's assessment account shall limit the liability of any person for whom made other than the campsite owner. The Administrator shall issue such certificates to the mortgagee of any campsite upon demand and such other persons as a campsite owner may request in writing.

Section 9. 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 mortgage 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.

Section 10. Lien:

The unpaid portion of the common expense charge or of an assessment which is due shall be secured by a lien upon:

- (a) The campsite and all appurtenances thereto.
- (b) All tangible personal property located on the campsite except that such lien shall be subordinate to prior bona fide liens of record.

Section 11. Collection of Assessments and Common Expense Charge:

- (a) 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 and certify such waiver to the Administrator. 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.

(b) Suit.

The Board of Directors or the Administrator on behalf of the Council, at their individual options, 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, and 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.

Section 12. Audit:

During the term of an Administrator's employment it shall perform a continual internal audit of the Council's financial records for the purpose of verifying same and shall on an annual basis audit such records and prepare all necessary financial statements for its operations for the Council and submit same to Council no later than the 1st day of October in the year following the fiscal year for which the statements are prepared. The financial records and statements of the Council shall be audited by an external and duly registered and licensed Certified Public Accountant who shall submit his findings to the Council and enter an opinion as to the records. Said audit shall be submitted to the Council prior to the 1st day of November in the year following the fiscal year for which the audit is accomplished. The Treasurer or the Administrator shall distribute and mail the financial statements provided for herein to the members of the Council.

ARTICLE XI. COMPLIANCE AND DEFAULT:

(1) Each campsite owner shall be governed by and shall comply with the terms of the Master Deed, the 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 or campsite owners to the following relief:

(A) Legal Proceeding:

Failure to comply with any of the same, shall be grounds for relief which may include, without intending to limit the same, as action to recover sums due for damages, injunctive relief by the Council or, if appropriate, by an aggrieved campsite owner.

(B) Liability for Maintenance:

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.

(C) Costs and Attorney's Fees:

In any proceeding arising because of an alleged default by a campsite owner, 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.

(D) No Waiver of Rights:

The failure of the Council, the Administrator or of a campsite owner to enforce any right, provision, covenants 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 waive of such right in the future.

(E) Remedies Cumulative:

All rights, remedies and privileges granted to the Council, the Administrator or a campsite owner pursuant to any terms, provisions, covenants or conditions of the Master Deed, these By-Laws, the 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 XII. LIENS:

Section 1. Protection of Property:

All liens against a campsite other than for permitted mortgages, taxes or special assessments will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and assessments upon a campsite shall be paid before becoming delinquent.

Section 2. Notice of Lien:

A campsite owner shall give notice to the Administrator of every lien upon his campsite other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

Section 3. Notice of Suit:

Campsite owners shall give notice to the Administrator of every suit or other proceeding which will or may affect the title to his campsite or any other part of the property, such notice to be given within five (5) days after the campsite owner receives notice thereof. The Administrator shall maintain a register of all permitted mortgages.

ARTICLE XIII. JUDICIAL SALES:

Section 1. Authorized Liens:

No judicial sale of a campsite nor any interest therein shall be valid unless:

(A) Approval of Council: The sale is to a purchaser approved by the Council which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Sussex County, New Jersey or

(B) Public Sale: The sale is a result of a public sale with open bidding.

Section 2. 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 or the Administrator on its behalf.

ARTICLE XIV. DEFAULT ON AND FORECLOSURE OF AUTHORIZED OR OTHER LIENS ON CAMPSITES:

Section 1. Default on Authorized Mortgage:

Upon the happening of a default under the terms of an authorized first mortgage which would permit the holder to declare the entire principal sum due, notice of the intention of the holder to do so shall be given to the Council but the failure to give such notice shall not prevent the holder from instituting a foreclosure action and joining the Council as a party defendant therein.

Section 2. Council Powers Upon Default:

The Council shall have the following rights, powers and privileges with respect to authorized first mortgages in default:

(A) By and with the consent of the holder thereof, to remedy the defaults existing under the terms of the mortgage and to put the same in good standing. In the event the Council shall make the advances necessary to remedy the defaults, the Council shall be deemed to hold a junior participating interest in the obligation and mortgage for the sum of principal together with interest, costs, disbursements, counsel fee, insurance, taxes or other charges so advanced with the right to foreclose such junior participating interest against the defaulting campsite owner for the benefit of the remaining campsite owners. The holder of the mortgage shall in no event be required, or have the obligation to collect the junior interest on behalf of the Council.

(B) To acquire by assignment either before or after institution of foreclosure action from the holder of said mortgage in the name of the Council or in the name of their designated nominee with all the powers and rights of the holder against the defaulting campsite owner including the right to foreclose the same for the benefit of the remaining campsite owners.

(C) To accept from the defaulting campsite owner a deed transferring the campsite and its common interest and by and with the consent of the holder of the mortgage to remedy the defaults existing under the terms thereof for the benefit of the other campsite owners.

(D) To continue any pending action or to institute an action to foreclose any mortgage taken by assignment under paragraph (B) hereof, or to take a deed in lieu of foreclosure of the mortgage. In no event shall a campsite owner be relieved from liability already incurred for past due common expense, charges, and assessments nor be relieved from personal liability on the bond, note or other obligation by reason of any conveyance made under paragraph (C) hereof or under this paragraph.

ARTICLE XV. RIGHTS OF FIRST REFUSAL:

Section 1. Council:

(A) 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. The selling campsite owner shall give written notice to the Secretary of the Council that he has or that he proposes 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 for the information of the Council, the name and address of the intended grantee, together with social and financial references of such person and such other information as may be required to complete such forms as the Council may adopt for such purpose. He shall furnish to the Council written proof that the intended grantee has been accepted for membership in the Tall Timbers Property Owners Association, together with the price, terms and conditions of the proposed sale to be made by the selling campsite owner to the proposed grantee, 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) 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) 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.

Section 2. 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.

Section 3. 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 XVI. APPROVAL OF LEASES:

Section 1. Approval of Tenants:

(a) 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) week shall give written notice thereof to the Council. With such notice he shall furnish, for the information of the Council, 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 social and business references and such other information as may be required to complete such forms as the Council may adopt for such purposes. The Council shall have thirty (30) days after the mailing of such notice of intent to approve or disapprove of such proposed leasing. If the Council approves of such proposed leasing, either by written notice of consent or by its failure to act in said thirty (30) 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. 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.

(b) Should the Council disapprove of the proposed leasing, it shall advise the campsite owner proposing the same of such disapproval in writing within the aforesaid thirty (30) day period, and for a period of fifteen (15) days thereafter the Council shall have the right to produce a tenant approved by it who may become the tenant under the proposed lease, by written notice to the owner of such campsite within said fifteen (15) day period, which notice shall be deemed to constitute a binding lease between the campsite owner proposing the same and the said approved tenant, upon the terms and conditions set forth in the notice of intent. If the Council shall fail to produce such alternative tenant within said fifteen (15) day period in accordance with the foregoing, the owner of the campsite proposing the same shall have the right to conclude such bona fide lease in the same manner as provided in the preceding paragraph and subject to the conditions stated therein.

#### Section 2. 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. Notices required by this Article may be waived by waiver of notice duly signed by the person or by the Council entitled to the same.

#### Section 3. 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 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.

#### ARTICLE XVII. AMENDMENT:

Except for alterations in the percentage interest of each campsite in the general common elements which cannot be done except with the consent of all campsite owners and their mortgagees, amendments may be made in the Master Deed, these By-Laws or the Rules and Regulations in the following manner:

##### Section 1. Council Action:

Amendments to any of the aforesaid Condominium documents shall be proposed and adopted as follows:

(A) 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.

(B) 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 sixty-six and two-thirds (66-2/3rds) of all the voting members interest of the campsites.

(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 XVIII. TERMINATION:

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

Section 1. 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 public records of Sussex County, New Jersey.

Section 2. 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 and the holders of mortgages and liens against the campsite or campsite 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.

Section 3. Partition:

Following termination, the property may be partitioned and sold upon the application of any campsite owner.

ARTICLE XIX. MISCELLANEOUS PROVISIONS:

Section 1. 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.

Section 2. Limitation of Liability:

Notwithstanding the duty of the Council to maintain the common areas, roads, bath house 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.

Section 3. 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.

Section 4. 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.

Section 5. 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.

Section 6. Interpretation:

The provisions of these By-Laws shall be liberally construed to effectuate the purpose of the Council

Section 7. Effective Date:

These By-Laws shall take effect as of the 20<sup>th</sup> day of December, 1976.

APPROVED AND DECLARED as the By-Laws of the Association named below.

Dated this 20<sup>th</sup> day of December, 1976.

OAK SECTION CONDOMINIUM COUNCIL

By: John J. Schneider  
President

ATTEST:

Joseph A. Salamis  
Secretary

FACILITY LICENSE AGREEMENT

THIS FACILITY LICENSE AGREEMENT made and declared this 20<sup>th</sup> day of December 1976, 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 Oak Section 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 items 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 Oak Section Condominium hereinafter referred to as Licensees upon certain terms and conditions.

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

FIRST: That the Declarant for and inconsideration of the payment of 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 in Oak Section Condominium, 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:

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 administration and 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, By-Laws of the Oak Section Condominium, Council and the Tall Timbers Property Owners Association and herein, and 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 Schedule "A" 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. Any use of these facilities by other than Tall Timbers campsite owners and their bona fide guests must be approved by a simple majority of all campsite owners at the Community.

(1) Provided, however, that 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.

SECOND: That Declarant may construct in addition to those facilities and amenities set forth in paragraph "1" 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.

(2) Provided, however, that this covenant shall not be construed in any manner to obligate Declarant to construct additional recreational facilities.

(3) 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.

THIRD: 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.

FOURTH: That Declarant, its successors or assigns shall have the right and authority to assess annually against each campsite owner in the Oak Section Condominium who pursuant hereto elects to use the amenities and facilities for any given year a proportionate 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.

(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.

(2) 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.

(B) 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.

(1) 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.

(2) 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 "4B" hereof, be liable for the total fee for the year.

(3) 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.

(i) 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.

(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 by March 1 of the year. Failure to set an amount shall not be deemed a waiver of any other provision hereof.

(D) 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.

FIFTH: 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.

SIXTH:

(A) 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.

(B) 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 Licensee 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.

SEVENTH: 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:

(i) Any riparian rights with respect to such lakes or streams flowing into or out of such lakes;

(ii) Any rights in or to the lands lying in the bed of such lakes or streams;

(iii) 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) 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 employees, 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.

(G) Notwithstanding anything to the contrary herein contained, the Declarant reserves the right at all time to install, alter, relocate, rearrange and establish separate recreational facilities and amenities including but not limited to a club house, 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, of course, to establish separate charges with respect to such special facilities which are not yet constructed.

**EIGHTH:** The power of the Declarant to make reasonable rules and regulations as to the use of the facilities and amenities described herein shall be deemed to include the

power to bar, limit or charge fees for the use of recreational facilities by bona fide guests of the Licensees and to limit their number, time, use or deportment upon the facilities.

NINTH: 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.

TENTH: 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. Upon the happening of any of the following events of default:

(A) If Licensee shall violate or default in any of the covenants, agreements, stipulations contained herein or his part to be performed, kept or observed and such violation or default shall continue for a period of thirty (30) days after written notice of such default or violation, or

(B) If Licensee shall make an assignment or sub-license of this interest hereunder without full compliance with the requirements of Section Fourteen hereof.

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.

(1) 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.

(2) 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.

(3) 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 cumula-

tive, 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.

ELEVENTH: 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 at the Oak Section Condominium Tall Timbers.

TWELFTH: 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 cause to be placed and maintained 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 guests 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.

THIRTEENTH: 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 diaster, 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.

FOURTEENTH: 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.

(C) In the event Licensee shall die during the term of this agreement, Declarant shall not unreasonably withhold its consent to an assignment of this license agreement which Licensee may make in his Last Will and Testament or through the acts of Licensee's administrator or executor, to a financially responsible member of Licensee's immediate family to whom shall evolve the real property owned by Licensee in the Tall Timbers community to which this License agreement is appurtenant; provided, however, the provisions of sub-paragraph "A" are complied with.

(D) No executor, administrator, personal representative successor or purported assignee of the Licensee, or trustee or receiver of the property of the Licensee, or anyone to whom the interest of the Licensee hereunder shall pass by law, shall be entitled to exercise the rights granted to Licensee hereunder or to assign this Agreement or to sub-license any of the rights granted hereunder except upon compliance with the requirements of this Article. The restrictions herein imposed upon assignment or sub-licensing by the Licensee and his representatives and successors are a special consideration and inducement for the granting of this License Agreement by the Declarant to the Licensee; and in the event of a violation of any of the aforesaid restrictions or limitations in respect to either assignment or sub-licensing, the use and enjoyment of the recreational facilities may be suspended by Declarant at its option.

FIFTEENTH: 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 that 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 usable, 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.

**SIXTEENTH:** 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.

**SEVENTEENTH:** 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 in the Oak Section Condominium hereto 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.

**EIGHTEENTH:** 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, who for purposes of this agreement shall only be those persons visiting in Licensee's campsite at Tall Timbers community while Licensee or members of his Immediate Family are present. Any person not qualifying as such bona fide temporary guest shall be considered a sub-licensee which shall require compliance with the provisions relating to sub-licensing set forth in Paragraph "B" of Section Fourteen and a violation of this restriction shall be deemed a violation of the provisions of that article.

(A) The Declarant shall issue to Licensee and the members of his immediate family, upon payment of the annual fee, badges for the year for which the said fee was paid. Said badges shall be a designation of the Licensee's election to use the recreational facilities during the year. All such badges shall be registered, shall be non-transferrable and shall be personal to whom issued and shall not be usable by any other person under any circumstances.

(B) Upon application by the Licensee on such forms as Declarant may prescribe, from time to time, Licensee shall be

entitled to purchase temporary guest badges, which may be used only by bona fide temporary guests of the Licensee in accordance with the rules and regulations hereinbefore referred to.

(1) Such temporary guest badges shall be issued upon such terms and conditions, for such periods of time and for such fees, as Declarant may prescribe from time to time. Should conditions of use so require, Declarant shall have the right to limit or restrict the issuance or use of temporary guest badges for the health, safety or convenience of the community. Licensee shall at all time be responsible for the conduct of persons using temporary guest badges issued to Licensee.

(C) Upon application by a sub-licensee meeting the requirements of Paragraph "C" of Section Fourteen on such forms as Declarant may prescribe, from time to time, temporary member badges will be issued to such sub-licensee and members of his immediate family, which temporary member badges shall be similar to member badges in all respects with the single exception that the Declarant shall have the right to prescribe an additional fee or fees therefor. Approved sub-licensees may also purchase temporary guest badges for the persons described in Sub-Paragraph "A" above and upon the terms and conditions set forth in Sub-Paragraph "C" above.

(D) Notwithstanding anything contained herein to the contrary, before any temporary member badges or temporary guest badges are issued pursuant to Paragraph "C" above, Declarant may require the surrender of all member badges issued pursuant to Paragraph "A" above as well as temporary guest badges issued to Licensee hereunder pursuant to Paragraph "B" above, such surrender to be effective for the period of time that Temporary Member badges are outstanding pursuant to Paragraph "C" above.

(E) All badges shall be exhibited, worn and used strictly in accordance with the rules and regulations of the Declarant, as the same may be in force from time to time. No badge shall be valid or usable for more than one (1) year.

NINETEENTH: This License Agreement shall be and is hereby declared to be appurtenant to campsites located in the Oak Section Condominium, Spruce Section, Maple Section and Hemlock Section Condominiums, and such other Condominiums as Declarant may establish, effective upon the filing of this Agreement, and Licensee hereby agrees that he shall only assign his rights hereunder subject to the requirements of Paragraph "A", Section Fourteen hereof, upon any conveyance by him of the aforesaid real property.

TWENTIETH: 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.

TWENTY-FIRST: 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 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 a 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.

TWENTY-SECOND: 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 owners of campsites at the Oak Section Condominium and the other condominiums 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 needs 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 of 66 2/3% of the voting members of the Tall Timbers 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.

(1) 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.

TWENTY-THIRD: 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.

TWENTY-FOURTH: 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.

TWENTY-FIFTH: 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.

IN WITNESS WHEREOF the Declarant has executed this Facility Licensing Agreement this 20<sup>th</sup> day of December 19

TALL TIMBERS, INC.

BY: John J. Schieder  
President

ATTEST  
BY: Joseph A. Salvo  
Secretary