

069769

CIR - Tall Timber
R.D. #2, Boya
SussexMASTER DEED

DECLARATION OF CONDOMINIUM, made this 9th day of September 1975 by Tall Timbers, Inc. of R. D. #2, Box 487, 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, 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. The land consists of all that certain plot, parcel or tract of land situate, lying and being in the Township of Vernon, Sussex County, New Jersey bounded and described as more particularly set forth in Exhibit 'A-1' attached hereto and by this reference made a part hereof.

2. The property described in Exhibit 'A-1' hereof shall hereafter be known and designated as "Maple Section", a condominium.

3. A survey of the land referred to in section 1 showing thereon 58 camp sites and the location of the common elements is attached hereto and marked Exhibit 'A2' attached hereto and by this reference made a part hereof. Said exhibit 'A-2' identifies each camp site by a distinctive number, contains a description of the common elements appurtenant thereto, along with a description of the improvements erected and to be erected thereon.

4. The owner of each unit shall also own an equal undivided 1/58th interest in the common elements. The total of all such fractional interests aggregates 100%. The aforesaid fractional interests or percentages of ownership may not be altered except by amendment hereof executed in form for recording by the owners of all camp sites and mortgages and the same shall be recorded in the Sussex County Clerk's office in the same manner as this Master Deed. No such alteration shall affect the lien of prior recorded mortgages unless the written consent of the holder of such mortgage is obtained and recorded.

The share of each camp site owner in the general common elements applicable to each site shall be appurtenant to such camp site and inseparable from the ownership thereof.

5. The name by which this condominium shall be known shall be "Maple Section".

6. There is hereby incorporated herein and made a part hereof and attached hereto as Exhibit 'A-3' a copy of the by-laws of "Maple Section" and a copy of the By-Laws of the Tall Timbers Property Owner's Association as Exhibit 'A-4'.

COUNTY OF SUSSEX
CONSIDERATION PAID
SALE TRANSFER FEE
DATE 9/10/75 BY [Signature]

75 SEP 10 PM 1:43
SUSSEX COUNTY CLERK'S
OFFICE - NEWTON, N.J.
HENRY B. CAMP - CLERK

RECORDED & RECORDED

9/10/75 7174 CF 42.00 CH

9/10/75 7174.E 69769 #

THE SECTION ENTITLED
“FACILITY LICENSE AGREEMENT”
HAS BEEN REMOVED

THIS SECTION ONLY WAS IN
REFERENCE TO THE DEVELOPER
WHEN UNDER THEIR CONTROL

ANY SECTION WITHIN THE
MASTER DEED AND BYLAWS OF
THE CONDOMINIUM ASSOCIATION
OR THE BYLAWS OF TALL
TIMBERS PROPERTY OWNERS
ASSOCIATION NO LONGER IS
APPLICABLE.

7. The lands and premises referred to in section 1 and more particularly described in Exhibit 'A-1' is operated or to be operated as a campground in accordance with the provisions of N.J.A.C. 8:22-1.1 et seq. and is subject to all of the provisions of said subchapter as well as to all duly enacted ordinances of the Township of Vernon relating to campgrounds.

8. EASEMENTS.

A. Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions the following easements and/or rights of way:

1. For 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. For maintenance and permanent stabilization control of slopes as may be listed as slope easements on the plat.

3. 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. Grantor, for itself, its successors and assigns, hereby declares that the Township of Vernon, Sussex County, New Jersey (but not the public in general) shall have a perpetual non-exclusive 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 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.

9. OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS AND RECREATIONAL AMENITIES.

A. All of the streets, open space and amenities designated on the plat annexed hereto as Exhibit A-2 are private and neither Declarant's execution or recording of the plat nor any other act of the Declarant with respect to the plat is, or is intended to be, or shall be construed as a dedication to the public of any of the said streets, open spaces or amenities. An easement for the use and enjoyment of such streets not owned

by Declarant, and open spaces is reserved to the Declarant, its successors and assigns; to the persons who are from time to time, members or associate members of Tall Timbers Property Owners Association or the invitees of all of the aforementioned persons.

B. The ownership of all amenities, utilities, and roads in the community known as Tall Timbers not within any condominium, shall be in the Declarant; its successors or assigns, and the use and enjoyment thereof shall be on such terms and conditions as the Declarant shall from time to time license pursuant to the terms of the Facilities Licensing Agreement of Tall Timbers, Inc., a copy of which is annexed hereto as Exhibit A-5. Provided, however, that any or all of the amenities, utilities and roads may be conveyed or leased to the Tall Timbers Property Owners Association upon such terms and conditions as may be acceptable to the Declarant.

10. MAPLE SECTION COUNCIL.

A. The Council of co-owners shall manage the condominium.

B. Every person who acquires title, legal or equitable, to any campsite in the Condominium shall become a member of the Council.

C. The general purpose of the Council is to further and promote the community welfare of the property owners in the Condominium.

D. The Council shall be responsible for the maintenance, repair and upkeep of the open spaces and other common areas within the Condominium and the appurtenant drainage and slope easements reserved by Declarant, as set forth in the by-laws of said Council annexed hereto as Exhibit A-3.

E. The Council shall also be the means for the promulgation and enforcement of all regulations necessary for the governing of the use and enjoyment of such streets, open spaces and other community areas within the Condominium, as set forth in the by-laws of said Council annexed hereto.

F. The Council shall have all the powers that are set out in its by-laws and all other powers belonging to it by operation of law, including the power to levy against every member of the Council, a uniform annual charge per campsite within the Condominium, the amount of said charge to be determined by the Council after consideration of current maintenance needs and future needs of the Council, for the purposes set forth in its by-laws; provided, however, that the uniform annual charge shall in no event be less than Fifteen Dollars per campsite and provided further that no such charge shall ever be made against, or be payable by, the Declarant, the Council, or any corporation or corporations that may be created to acquire title to and operate any community area or recreational amenity within the Tall Timbers Community.

1. Every such charge shall be paid by the member to the Council on or before the first day of March of each year for the ensuing year.

2. Written notice of the charge shall be sent to each member at the last known address furnished to the Council by each member.

3. If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the highest legal rate at the time; the Council may publish the name of the delinquent members in any newspaper or by any other means of publication. Every such lien may be foreclosed by equitable foreclosure. In addition to the remedy of lien foreclosure, the Council shall have the right to sue for such unpaid charges, interest, costs and reasonable attorneys' fees in any court of competent jurisdiction as for a debt owed by the delinquent member or members to the Council. Every person who shall become the owner of the title (legal or equitable) to any campsite in the Condominium by any means is hereby notified that, by the act of acquiring such title, such persons shall be conclusively held to have covenanted to pay the Council all charges that the Council shall make pursuant to any paragraph or subparagraph of this Master Deed or the by-laws of the Council.

4. The Council shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Council certifying that the charges on a specified campsite have been paid or that certain charges against said campsite remain unpaid as the case may be. A reasonable charge may be made by the Council for the issuance of these certificates, such certificates shall be the conclusive evidence of payment of any charges therein stated to have been paid.

G. A lien placed against any campsite for the purpose of permanent financing recorded in accordance with the laws of the State of New Jersey shall be, from the date of recordation, superior to any of all such liens provided for herein.

H. The Council shall have the rights to suspend the voting rights (if any):

1. For any period during which any Council charge owed by the member or associate member remains unpaid.

2. During the period of any continuing violation of the restrictive covenants for the Condominium, after the issuance of the violation shall have been declared by the Council.

1. The Tall Timbers Management Corporation shall have the responsibility, as set forth in the Facilities Licensing Agreement of Tall Timbers, Inc., for the maintenance of all roads in the community known as Tall Timbers as well as responsibility for providing water, electricity, garbage removal, off lot sewage disposal, if any, and security protection in said community and the Maple Section Council and its individual members agree to pay to said corporation a reasonable annual charge to cover the cost thereof. Said charges may be assessed and collected by the Management Corporation in the same manner as other charges and expenses may be collected from the campsite owners by the council and administrator as set forth herein and in the By-Laws of the condominium.

J. The Council and its individual members by taking title to their individual lots, do hereby agree that the Tall Timbers Management Corporation shall have the authority to enforce all rules, restrictions and covenants contained herein or in the by-laws of the Maple Section Condominium or in the by-laws of the Tall Timbers Property Owner's Association, including the authority to maintain and repair the common elements as set forth herein and in the by-laws of this Condominium. The Council and its individual members agree that the Tall Timbers Management Corporation shall have the authority to assess the cost of maintenance of the common elements within the Condominium

against the individual campsite owners if the council fails to do so by March 1st of any year.

K. The Council and its individual members will appoint the Tall Timbers Management Corporation as permanent administrator of the Council.

L. Each individual owner and each condominium council shall, in the case of each owner by taking a unit deed in the condominium, and in the case of the Council by its existence shall automatically become a member in the Tall Timbers Property Owners Association, the Association of all property owners in the community known as Tall Timbers which will act as an advisory body with regard to the development and management of the entire community, and will manage social functions within the community.

11. The Declarant and the Tall Timbers Management Corporation will close all condominiums and all campsites within the community known as Tall Timbers as well as all access roads to said condominiums and campsites and all water, electricity, and other utilities on said campsites will be disconnected, from November 1st through March 31st inclusive of each year. The unit owners may not occupy their campsites or gain access to the same during that time period. All camping vehicles must be moved off the site by November 1st of each year and they cannot be returned to the sites until April 1st of each year. However, the Declarant will provide a storage area for the storage of camping vehicles during the aforesaid time period and will provide an area for camping for the unit owners during this period along with utilities, during this period, at a reasonable service charge to be arrived at by the Tall Timbers Management Corporation. This provision is a restrictive covenant binding upon all unit owners and is in accord with N.J.A.C. 22-1.1 et seq.

12. COUNCIL'S RIGHT TO PERFORM CERTAIN MAINTENANCE.

A. 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 shall have the right, through its agents and employees, to enter upon said campsite and remove the same.

1. 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.

2. The cost of such maintenance or violation correction shall be added to and become a part of the annual charge to which the campsite is subject.

13. REMEDIES.

A. The Council, Declarant, or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions or the By-Laws of the Council and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

B. The remedies herein specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity,

under any statute, as otherwise available. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

14. GRANTEE'S ACCEPTANCE.

A. The grantee of any campsite subject to the coverage of this Declaration, 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 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.

15. 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.

16. This Master Deed may be amended by Declarant, its successors and assigns, by execution of a written document in same manner and form as this Master Deed and by recording said document in the Sussex County Clerk's Office, and also as set forth in the By-Laws.

17. SEVERABILITY.

A. 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 unen-

forceable 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.

IN WITNESS WHEREOF, Tall Timbers Inc. has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereto affixed and attested the day and year first above written.

ATTEST:

Joseph A. Galanis
Secretary

John J. Schneider
President

ACKNOWLEDGMENT.—CORPORATION—FORM NO. 412 C

THE CHISHOLM PRINTING COMPANY, 225 VARICK ST., N. Y. 6400

State of New Jersey,
County of Sussex } ss.:

Be it remembered, That on this 10th day
of September, Nineteen hundred and Seventy five before me
the subscriber, a n Attorney at Law of the State of New Jersey
personally appeared Joseph A. Galanis
who being by me duly sworn on his oath, says that he is the Secretary
of Tall Timbers, Inc.

the Grantor named in the foregoing Instrument; that he well knows the corporate seal of
said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation;
that the said seal was so affixed and the said Instrument signed and delivered by

John J. Schneider

who was at the date thereof the President of said corporation, in the presence of this
deponent, and said President, at the same time acknowledged that he signed, sealed
and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said
corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time,
subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and Subscribed before me
at
the date aforesaid }

Robert T. Morgenstern
Robert T. Morgenstern
Attorney at Law of the State
of New Jersey

Joseph A. Galanis
Joseph A. Galanis

EXHIBIT A-1

ROBERT L. CAMPBELL ASSOCIATES

BOX 410, R. D. #1

NEWTON, N. J. 07860

TEL. 201 - 293-3914

Maple Section

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 westerly 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 175.00 feet and a length of 162.24 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 North 86 degrees 53 minutes 07 seconds East 52.43 feet to the Point of Tangency of a curve having a radius of 100.00 feet; thence (2) along said road in a southerly direction, curving to the right along said curve an arc distance of 152.08 feet to a point; thence (3) along said road South 5 degrees 58 minutes 47 seconds East 164.23 feet to the Point of Tangency of a curve having a radius of 1,025.00 feet; thence (4) along said road in a southerly direction, curving to the left along said curve an arc distance of 403.46 feet to a point; thence (5) leaving said road South 62 degrees 58 minutes 07 seconds West 340.13 feet to a point; thence (6) North 17 degrees 36 minutes 45 seconds West 330.49 feet to a point; thence (7) North 40 degrees 06 minutes 29 seconds West 315.10 feet to a point; thence (8) South 89 degrees 04 minutes 51 seconds West 187.02 feet to a point; thence (9) North 17 degrees 43 minutes 25 seconds West 101.83 feet to a point; thence (10) North 84 degrees 11 minutes 36 seconds East 118.61 feet to a point; thence (11) North 3 degrees 05 minutes 39 seconds West

74.11 feet to a point; thence (12) North 73 degrees 00 minutes 45 seconds East 131.47' feet to a point; thence (13) North 6 degrees 07 minutes 54 seconds East 121.79 feet to a point; thence (14) North 47 degrees 30 minutes 55 seconds East 75.40 feet to a point in the westerly sideline of the Entrance Road; thence (15) along said road South 39 degrees 59 minutes 53 seconds East 119.51 feet to the point of tangency of a curve having a radius of 175.00 feet; thence (16) along said road in an easterly direction, curving to the left along said curve an arc distance of 162.24 feet to the point and place of beginning.

Containing 7.704 acres of land, to be the same more or less.

Maple Section

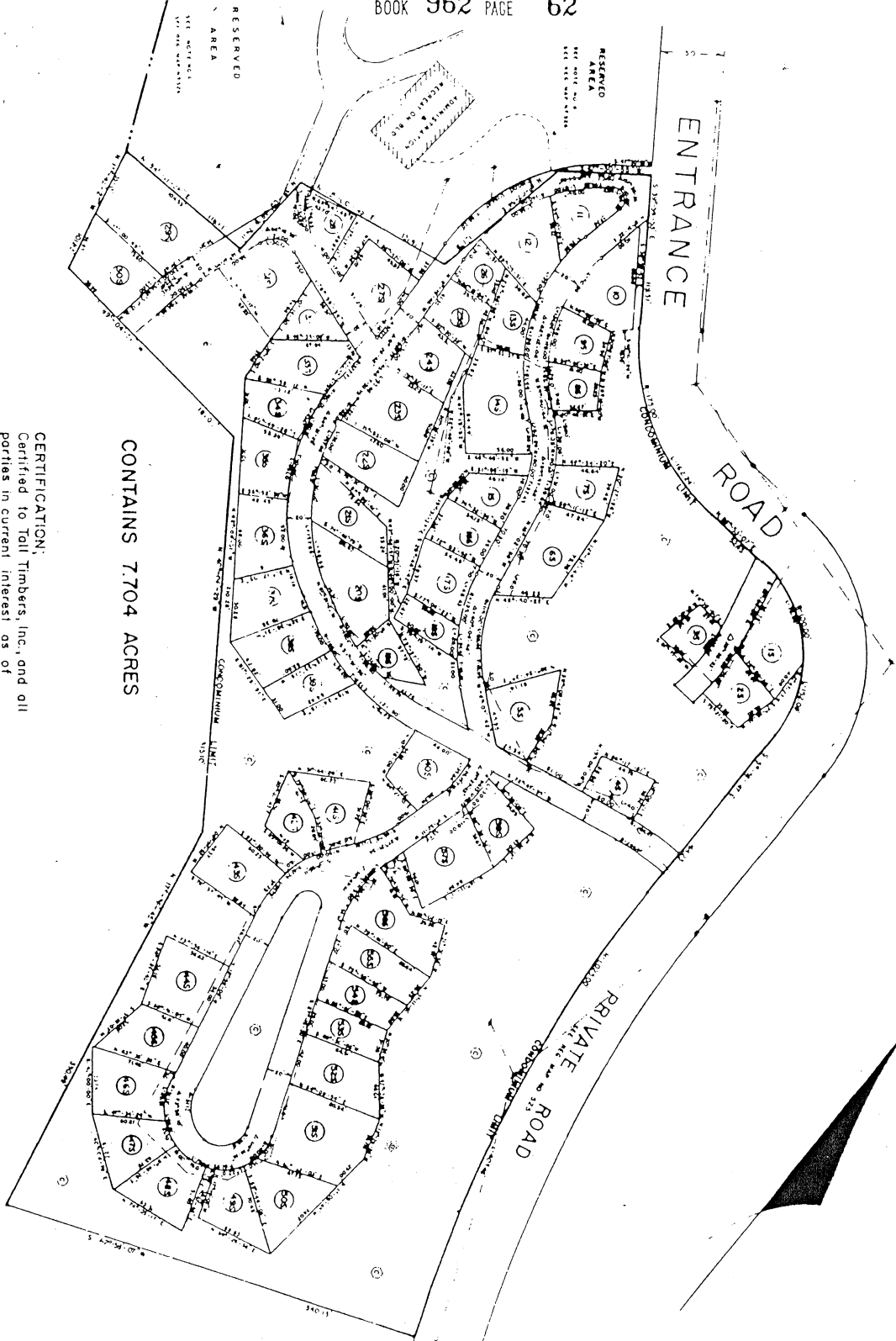
Excepting and Reserving from the above described premises all that portion of said premises which lie within the fifty foot Right of Way of the private road as shown on Exhibit A-2.

Also excepting and reserving from the above described premises all utilities, together with the right of entry onto any of the lands and premises shown on exhibit A-2 for the purposes of maintaining, replacing 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 owners in Maple 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 8 of the Master Deed.

Being a portion of two tracts of land; a tract of 73-57 acres of land as described in a deed of conveyance from Peter A. Hin, et al to Evgo Realty, Inc., a corporation of the State of New Jersey, dated January 2, 1968 and recorded in the Sussex County Clerk's Office in Newton, New Jersey in Book 828 of Deeds on page 482; a tract of 11 acres more or less as described in a Deed of conveyance from Lester R. Eddy and Elizabeth T. Eddy, his wife, to Pochuck Mountain Inc., a corporation of the State of New Jersey, dated May 15, 1973 and recorded in the Sussex County Clerk's Office in Newton, New Jersey in Book 924 of Deeds on page 388.



CONTAINS 7.704 ACRES

CERTIFICATION:
Certified to Tall Timbers, Inc., and all
porties in current interest as of
September, 1975.

Robert L. Campbell
Robert L. Campbell, Inc. P. O. Box 100
New Jersey

COMMON ELEMENTS

ALL INTERIOR 20' WIDE DRIVEWAYS AND ALLEYS
ALL "TIE" PORTIONS OF THE CONDOMINIUM WHICH ARE NOT CONVEYED
BY THE DEEDS OF THE CONDOMINIUM SHALL BE THE COMMON ELEMENTS
AND SHALL BE MAINTAINED AND REPAIRED BY THE TALL TIMBERS, INC.

EASEMENTS

A GRASSY DRIVEWAY EASEMENT FOR THE MAINTENANCE AND REPAIR
OF THE CONDOMINIUM WHICH ARE NOT CONVEYED BY THE DEEDS OF
THE CONDOMINIUM SHALL BE THE COMMON ELEMENTS AND SHALL BE
MAINTAINED AND REPAIRED BY THE TALL TIMBERS, INC.

NOTES

1. ALL SITES HAVE INDIVIDUAL WATER SERVICE TANKS.
2. ALL SITES HAVE INDIVIDUAL ELECTRIC SERVICE.
3. INDIVIDUAL SEWAGE SITES ARE DISSEMINATED.
4. EXISTING PORTABLE WATER DISTRIBUTION SYSTEM IS 400'.
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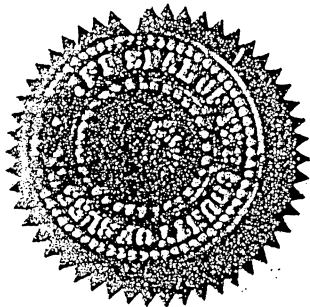
MAP OF
MAPLE SECTION
A 58 UNIT CONDOMINIUM CAMPGROUND
FOR
TALL TIMBERS, INC.
VERNON TWP - SUSSEX CO. - NEW JERSEY
SEPTEMBER, 1975
SCALE: 1" = 100'

Robert L. Campbell, Inc. Associates
Engineers & Surveyors
New Jersey

STATE OF NEW JERSEY,)
+ ss.
SUSSEX COUNTY CLERK'S OFFICE,)

I, HENRY B. CARR, Clerk of the County of Sussex and also
Clerk of the County Court in and for said County,

DO HEREBY CERTIFY, That the foregoing is a true, full and
correct photostatic copy of a certain Deed dated September Ninth,
one thousand nine hundred and seventy-five, made and executed by
TALL TIMBERS, INC., Declarant, as taken from and compared with the
record thereof now remaining in my said office in Book 962 of
Deeds, pages 52 &etc.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed the
seal of said Courts and County at
Newton, this 12th day of September
in the year of our Lord one thousand
nine hundred and seventy-five.

Henry B Carr
County Clerk

By Francis A. ...
Special Deputy County Clerk

September 21, 1990

90-65725

AMENDMENT TO BY-LAWS OF THE MAPLE SECTION CONDOMINIUM,
VERNON TOWNSHIP, NEW JERSEY - TALL TIMBERS COMMUNITY

The Condominium Council of the Maple Section Condominium, a part of the Tall Timbers Community, hereby amend the following parts of the by-laws of the Maple Section Condominium. The by-laws of the Maple Section Property Owners Association are filed in the Sussex County Clerk's Office, Newton, N.J. as Exhibit A-3 of the Master Deed of the Maple Section Condominium, which deed was dated September 9, 1975 and recorded in the Sussex County Clerk's Office in Book 962 of deed for said county on page 52 on September 10, 1975.

The by-laws of Maple Section, Article IV, Section 1 entitled "Officers - Election" which reads:

"At the Annual Meeting of the Council there shall be elected a President, a Vice President, a Secretary and an Assistant Secretary. Such officers shall be elected for a term of one year, commencing January 1st next following such annual meeting, and until their successors are elected and qualified."

Shall be amended to read:

"At the April Meeting of the Council every other year there shall be nominated a President, a Vice President, a Secretary and an Assistant Secretary (Treasurer). A mail ballot shall be sent to all members to be returned not later than the May Meeting of the Council. The elected officers shall serve for a term of two years. Only the President shall not be able to succeed himself."

The by-laws of Maple Section, Article IV, Section 6 entitled "Representative to the Tall Timbers Advisor Board" which reads:

"The council shall elect a representative to the Tall Timbers Advisory Board."

Shall be amended to read:

"The council shall elect a representative and an alternate to the Tall Timbers Advisory Board. The alternate shall take the place of the representative when the representative is not available and shall have all the voting rights and privileges accorded to the representative. The Tall Timbers Advisory Board Secretary will be notified prior to the Tall Timbers Property Owners Association meetings as to whether the representative or the alternate will represent the Maple Village Council."

The by-laws of Maple Section, Article VI, Section 1, Paragraph (E) entitled "Powers and Duties of Council and Administrator Council" which reads:

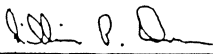
"(E) To modify or amend these by-laws but only upon the affirmative vote of the Campsite Owners representing two-thirds (2/3rds) or more of the value of the property in the condominium ... "

Shall be amended to read:

"(E) To modify or amend these by-laws but only upon the affirmative vote of the Campsite Owners representing more than half (50%) of the value of the property in the condominium ... "

These amendments have been enacted in accordance with the provisions of the aforesaid master deed and by-laws.

Prepared by


William P. Doran
Chairman, Maple Village
By-Laws Committee

D-1754-098

D-1754-099

September 21, 1990

Approved by William McCabe
William McCabe
President
Maple Village Condominium

Attest Carol Council
Carol Council
Secretary
Maple Village Condominium

State of New Jersey
County of Sussex

I certify that on September 24, 1990, Carol Council, personally came before me and this person acknowledged under oath to my satisfaction that:

- a) This person is the Secretary of the Maple Section Condominium the Corporation named in this document.
- b) This person is the attesting witness to the signing of this document by the proper corporate office who is William McCabe, the President of the Corporation.
- c) This document was signed and delivered by the Corporation as a voluntary act duly authorized by a proper resolution voted on by the membership in accordance with the then existing by-laws.

Joseph W. Doran
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/7/95

RECEIVED
OFFICE OF THE CLERK
NEW JERSEY

90 SEP 25 PM 2:20

RECD & RECORDED

RECORD AND RETURN TO:
Mr. William P. Doran
1113 Forest Drive
Linden, NJ 07036

AMENDMENT TO MASTER DEED AND BY-LAWS
OF THE MAPLE SECTION CONDOMINIUM,
VERNON TOWNSHIP, NEW JERSEY
TALL TIMBERS COMMUNITY

The Condominium Council of Maple Section Condominium, a part of the Tall Timbers Community, and the Tall Timbers Property Owners Association, hereby amend Section 11 of the Master Deed of the Maple Section Condominium, which deed was dated September 9, 1975 and recorded in the Sussex County Clerk's Office in Book 962 of Deeds for said County on page 52 on September 10, 1975 as follows:

Paragraph 11 of the Master Deed is hereby amended to read as follows:

"11. The Declarant, the Tall Timbers Property Owners Association, the Council and the Administrator shall comply with all provisions of N.J.A.C. 8-22-1.1 et seq. relating to campgrounds. Thus from November 1 to April 1, the occupancy of any one (1) campsite shall be restricted to a period not to exceed twenty-one (21) days during any thirty (30) day period. Recreational vehicles when not in use may remain on the campsite. As a further means of insuring seasonal use and minimizing Condominium costs, the Tall Timbers Property Owners Association shall discontinue all water service to the campsites in the Condominium during said period of November 1st to April 1st, inclusive, of each year. Declarant shall, however, allow use of individual campsites consistent with the above cited provisions of the New Jersey Administrative Code and shall furnish water and toilet facilities at bath houses owned by Declarant during this period. This provision is a restrictive covenant binding upon all campsite owners. Provided, however, that if the laws of the State of New Jersey which are applicable to this provision shall be altered, changed, modified, or amended or new laws or regulations are enacted then this provision shall be deemed to and shall be automatically amended to conform to such enactment(s)."

The By-Laws of the Maple Section Property Owners Association, which are filed in the Sussex County Clerk's Office as Exhibit A-3 to the aforesaid Master Deed of Maple Section Condominium in Deed Book 962 for said County on page 52&c, are hereby amended as follows:

Article VIII Section 2 Paragraph Y is hereby
amended to read as follows:

"Y. The Declarant, the Tall Timbers Property Owners Association, the Council and the Administrator shall comply with all provisions of N.J.A.C. 8-22-1.1 et seq. relating to campgrounds. Thus from November 1 to April 1, the occupancy of any one (1) campsite shall be restricted to a period not to exceed twenty-one (21) days during any thirty (30) day period. Recreational vehicles when not in use may remain on the campsite. As a further means of insuring seasonal use and minimizing Condominium costs, the Tall Timbers Property Owners Association shall discontinue all water service to the campsites in the Condominium during said period of November 1st to April 1st, inclusive, of each year. Declarant shall, however, allow use of individual campsites consistent with the above cited provisions of the New Jersey Administrative Code and shall furnish water and toilet facilities at bath houses owned by Declarant during this period. This provision is a restrictive covenant binding upon all campsite owners. Provided, however, that if the laws of the State of New Jersey which are applicable to this provision shall be altered, changed, modified, or amended or new laws or regulations are enacted then this provision shall be deemed to and shall be automatically amended to conform to such enactment(s)."

This amendment has been enacted in accordance with the provisions of the aforesaid Master Deed and By-Laws, and Tall Timbers, Inc. hereby ratifies the amendment.

MAPLE SECTION CONDOMINIUM

By: _____
President

ATTEST

Secretary

TALL TIMBERS PROPERTY OWNERS
ASSOCIATION, A New Jersey
Corporation.

ATTEST

By: _____
President

Secretary

TALL TIMBERS, INC.

By: _____
John J. Schneider, President

ATTEST

Joseph A. Galanis,
Secretary

EXHIBIT A-3

BY-LAWS OF THE MAPLE SECTION, A CONDOMINIUM

ARTICLE 1

NAME

These are the by-laws of the Maple Section Property Owners Association (herein sometimes called the Association) which is a condominium being established by the filing of a master deed with the Sussex County Clerk in which the real property subject thereto is described (herein called "Master Deed").

ARTICLE II

PURPOSES

This association is formed to serve as the means through which camp site owners may provide for the administration, occupancy, management and operation of condominium property known as the Maple Section.

ARTICLE III

COUNCIL OF CO-OWNERS

Section 1. Council: The condominium shall be managed by a council of co-owners (herein called "Council") which shall consist of all campsite owners (as hereafter defined) within the condominium.

Section 2. Voting: At all meetings of the council each campsite owner shall be entitled to vote in accordance with his percentage interest in the common elements as set forth in the Master Deed. As to matters involving the disposition of assets, or the placing of liens thereon, or the granting of rights or easements therein, no such action shall be effective unless each camp site owner shall obtain the consent of the holder of any first mortgagee on the campsite owned by him. Each vote shall be cast by the person, and in cases where title to a campsite is in more than one name, in whose name membership in the condominium is registered (herein sometimes called "Campsite Owner") or by his proxy when filed with the Secretary of the Council.

Section 3. Proxies. A vote may be cast in person or by proxy. To be valid proxies must be duly signed, dated and witnessed and must be filed with the Secretary before the appointed time of the meeting. A proxy is valid only for the particular meeting designated therein. A proxy may be revoked by the campsite owner by appearance in person at the meeting and filing with the Secretary a written notice of the revocation.

Section 4. Place of Meetings: The council shall hold meetings at such a place within the community known as Tall Timbers as may be designated by the President of the Council.

Section 5. Annual Meetings: 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 Council shall elect officers and may transact such other business as may come before the meeting.

Section 6. Special Meetings: Special meetings of the Council may be called by the President or the Vice-President and must be called by such officers upon receipt of a written request from two or more campsite owners. Such written request shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting shall be confined to the purpose stated in the notice.

Section 7. Notice of Meeting: Notice of meetings of the Council shall be in writing stating the time, place and purpose thereof. Notice of any meeting other than the annual meeting shall indicate and state that it is being issued by or at the direction of the person or persons calling the meeting. Such notice shall be mailed not less than seven (7) days prior to the date of the meeting.

Section 8. Waiver of Notice: Notice of meetings need not be given to any campsite owner who signs a waiver of notice whether before or after the meeting.

Section 9. Quorum. A quorum at any meeting of the Council shall consist of persons entitled to vote thereat holding sixty six and two-thirds (66 2/3rds.) percent interest or more in the general common elements as set forth in the Master Deed. A quorum once established may not be broken by the withdrawal of one or more campsite owners. Campsite owners present may adjourn the meeting despite the absence of a quorum.

ARTICLE IV

OFFICERS

Section 1. Election: At the Annual Meeting of the Council there shall be elected a President, a Vice President, a Secretary and an Assistant Secretary. Such officers shall be elected for a term of one year, commencing January 1st next following such annual meeting, and until their successors are elected and qualify. Such election shall be by written vote, in which each Campsite Owner shall be entitled to vote in accordance with his percentage interest in the common elements. The candidate receiving a majority in interest of votes cast for the particular office shall be declared elected. Vacancies in any office shall be filled in a like manner at a Special Meeting of the Council called for that purpose.

Section 2. President: The President shall be the Chief Executive Officer of the Association and shall have all the powers and duties usually invested in that office. He shall have such further powers and duties as may be prescribed by the Council from time to time. He shall see that all orders and resolutions of the Council are carried into effect.

Section 3. Vice President: The Vice President shall perform such duties as may be delegated to him by the President and shall exercise the powers and perform the duties of the President in the latter's absence or disability.

Section 4. Secretary: The Secretary shall keep a written record of all actions of the Council. He shall attend to the giving of all notices to the Campsite Owners and shall supervise the service thereof. He shall prepare and have available at each meeting of the Council, a certified list of the names of the Campsite Owners and of their percentage interest in the general common elements. He shall perform such other

duties normally incident to the office of Secretary as may be required by the Council or the President.

Section 5. Assistant Secretary: The Assistant Secretary shall perform such duties as may be delegated to him by the Secretary and shall exercise the powers and perform the duties of the Secretary in the latter's absence or disability.

Section 6. Representative to the Tall Timbers Community Board.

The council shall elect a representative to the Tall Timbers Advisory Board. Said Board shall consist of the officers of the Tall Timbers Property Owner's Association and an elected representative of each Condominium within the Tall Timbers community. Said representative when elected shall serve on the Advisory Board for a one year term without remuneration. Function of the Advisory Board shall be to meet and consult with the owner and/or the Tall Timbers Management Corporation and to guide and advise the said owner and the Management Corporation on the operation and management of the community known as Tall Timbers. In addition, the owner and/or the Tall Timbers Management Corporation shall by December 31st. of each year submit the next years annual proposed budget to the Advisory Board for its inspection and comment. The Board at its discretion shall make its recommendation to each licensee (property owner) as to any line budgeted item if the same is classified as a recreational expense, so the same can be amended or deleted by single majority vote of licensees, as set forth in Paragraph 8C of the Facility License Agreement. Wherever possible the owner and/or Management Corporation shall manage the Tall Timbers community so as to reflect the attitudes, needs and desires of the individual campsite owners and condominiums, as expressed by the Advisory Board, provided however that the owner and/or Management Corporation shall not be bound by any action of the Advisory Board. The said Advisory Board shall meet with the owner and/or Management Corporation at least two (2) times a year at a time and place within the Tall Timbers community selected by the owner and/or Management Corporation, who shall give reasonable notice to each member of the Advisory Board of the time and place of the meeting.

ARTICLE V

ADMINISTRATOR

Section 1. The Tall Timbers Management Corporation is hereby designated and appointed as administrator of this Condominium to perform the functions, assume the duties and have the rights and privileges hereafter set forth.

Section 2. Compensation: The Administrator shall be entitled to receive as compensation for its services a fee, which fee is determined and adjusted in the manner set forth in paragraph six (6) of the Facilities Licensing Agreement of Tall Timbers Community.

ARTICLE VI

POWERS AND DUTIES
OF COUNCIL AND ADMINISTRATOR

Section 1. Council: The Council shall have all of the powers, rights, and duties conferred by law or as set forth herein or in the Master Deed, including without limiting the generality of the foregoing, the following:

(A) To make, levy and assess charges for the Common Expense Account, the Alteration and Improvement Account, the Reconstruction and Repair Account and for the Emergency Account (all as herein defined), and to certify all such assessments to the Administrator; provided however, that any decision involving capital expenditures shall require the affirmative vote of Campsite Owners representing at least two-thirds (2/3) of the value of the property as a whole and that other decisions shall require the affirmative vote of at least a majority.

(B) To determine the needs for maintenance, repair, improvement, replacement, upkeep and operation of the condominium property and, in case of casualty, for reconstruction and restoration of the condominium property and to certify the same to the Administrator together with costs charged for such expenditures.

(C) To make, amend and enforce Rules and Regulations respecting the use of the condominium property, but not inconsistent with these By-Laws.

(D) To enforce the provisions of the Master Deed, these By-Laws, and Rules and Regulations, by legal action, if necessary, and to employ attorneys, agents, and experts as may be required.

(E) To modify or amend these By-Laws but only upon the affirmative vote of Campsite Owners representing two-thirds (2/3rds) or more of the value of the property in the condominium in the manner set forth in Article XXI herein. And provided that no such modification or amendment is effective until embodied in a recorded instrument which shall be recorded in the Sussex County Clerk's Office in the same manner as the Master Deed and these original By-Laws.

(F) To exercise all rights, privileges, options hereir or by law given or granted to the Council, in whole or in part, and to grant or withhold its approval or consent in any instance where the same is required by any of the provisions hereof.

Section 2. 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 assess and collect all charges from the Campsite Owners for the Common Expense Account, the Alteration and Improvement Account, the Reconstruction and Repair Account and for the Emergency Account, as may be certified to it, in accordance with the provisions of Article XII 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 November 30th 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 X hereof; and to collect any awards or claims thereunder and dispose of the same in accordance with the provisions of Article XI 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 XVIII and XIX 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 XII 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 and restrictive covenants in the Master Deed, in these By-Laws, in the By-Laws of the Tall Timbers Property Owner's Association, and any laws and regulations of the State of New Jersey, its agencies and subdivisions and all municipal ordinances, rules and regulations.

Section 3. The Management Corporation.

As set forth in the Master Deed the Tall Timbers Management Corporation shall have the responsibility for the maintenance of all roads in the community known as Tall Timbers as well as the responsibility for providing for water, electricity garbage removal off lot, sewage disposal, if any, and security protection in said community, and the Association and its individual members agree to pay the said Corporation a reasonable annual charge to cover the cost thereof. Said charges and charges for the use of the amenities may be assessed and collected by the Management Corporation in accordance with the Facilities Licensing Agreement governing the community in the same manner

as other charges and expenses may be collected from the campsite owners by the council and administrator as set forth herein and in the Master deed of said Condominium. Said Management Corporation shall use its best efforts to collect said charges. However, said responsibility of the Management Corporation to provide maintenance of amenities and said services is limited by the amount of funds actually collected by way of said assessments and said Management Corporation shall not be required to expend its own funds beyond those collected.

ARTICLE VII

COMMON ELEMENTS USE

The common elements shall be used in accordance with and subject to the following provisions.

Section 1. Covenant Against Partition: 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 provisions herein elsewhere contained.

Section 2. Rules and Regulations: No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Council and in accordance with the rules and regulations contained in Article VIII herein. The common elements shall be utilized in such manner as will not restrict, interfere or impede the use thereof by other Campsite Owners.

Section 3. Management. 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 therefore, shall be made and conducted by the Administrator.

Section 4. Common Element Expenses: Expenses incurred or to be incurred for the maintenance, repair, management and operation of the common elements shall be collected from Campsite Owners as assessed, in accordance with provisions contained elsewhere herein.

Section 5. Alterations and Improvements: Alteration and improvements may be made to the common elements provided the making of such alterations or improvements is first approved by the affirmative vote of the co-owners representing at least two-thirds (2/3rds) value of the property as a whole as set forth in the Master Deed together with the approval of the holder of any first mortgage present upon the premises.

ARTICLE VIII

MAINTENANCE OF CAMPSITES

Section 1. Council: The Council shall be responsible for the maintenance, repair and replacement of:

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

water to a campsite, located within the condominium.

(B) 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.

Section 2. Campsite Owners: The responsibility of each Campsite Owner shall be as follows:

(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) The Tall Timbers Management Corporation shall maintain an approved list of equipment and recreational vehicles that can be utilized.

(F) No sewage or waste disposal structures, systems or operations whether of a permanent or temporary nature, shall be permitted on any campsite, except those installed by the Declarant, or with the written permission of Declarant or the Tall Timbers Management Corporation.

(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 campground 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 community property within the condominium.

(K) No noxious, offensive or illegal activities shall be carried on on any campsite that shall be or become an unreasonable annoyance or nuisance to the neighborhood, nor shall any grease, cooking oils, animal fats or detergents be poured or spilled onto 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 Tall Timbers Management Corporation.

(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 Community. Further, all such vehicles must observe speed restrictions and noise limitations throughout the Community as established or changed from time to time by the Property Owners Association Campsite Control Committee.

(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 vehicle, only nameplates, campsite identification numbers, storage shed, screened enclosures, picnic tables, fireplaces and/or barbeques, approved by the Tall Timbers Management Corporation shall be permitted on the campsite.

(Y) The Declarant and the Tall Timbers Management Corporation will close all condominiums and all campsites within the community known as Tall Timbers as well as all access roads to said condominiums and campsites and all water, electricity, and other utilities on said campsites will be disconnected, from November 1st through March 31st inclusive of each year. The unit owners may not occupy their campsites or gain access to the same during that time period. All camping vehicles must be moved off the site by November 1st of each year and they cannot be returned to the sites until April 1st of each year. However, the Declarant will provide a storage area for the storage of camping vehicles during the aforesaid time period and will provide an area for camping for the unit owners during this period along with utilities, during this period, at a

reasonable rental charge to be arrived by the Tall Timbers Management Corporation. This provision is a restrictive covenant binding upon all unit owners and is in accord with N.J.A.C. 22-1.1 et seq.

Section 3. Limit of Liability: 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 4. Campsite Owner's Liability: Each campsite owner in the condominium shall be liable for any damage to the common elements caused by him or his family, guests, servants or invitees; and he shall repair or restore the same at his own cost and expense. If any Campsite Owner who is so liable shall fail promptly and properly to repair any such damage, the Council shall have the right to effect such repairs and assess the cost thereof to the Campsite Owner having the obligation to do so.

ARTICLE IX

USE RESTRICTIONS

In order to provide for a congenial occupation of the condominium property and to provide for the protection of the values of the campsites, the use of the property shall be restricted to and be in accordance with the following provisions:

Section 1. Intended Use: The common elements shall be used for the furnishing of services and facilities for which the same are reasonably intended.

Section 2. Membership Limitation: No campsite shall be occupied by any person who has not obtained the requisite membership in the Tall Timbers Property Owner's Association for the type of occupancy involved, or who has not complied with the terms of the Facilities Licensing Agreement governing the community.

Section 3. Nuisances: 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.

Section 4. Lawful Use: 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 governmental bodies or the Association which require maintenance, modification or repair of the property or any portion thereof shall be the same as hereinabove provided for the maintenance and repair of that portion of the property subjected to such requirements.

ARTICLE X

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 Association.

Section 2. Campsite Owners: Each Campsite Owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability.

Section 3. Coverage:

(A) All insurable improvements upon the land 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 Council of Co-Owners 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 Council of Co-Owners.

(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. Declarant and administrator shall be included as named insureds.

Section 4. Premiums: Premiums upon insurance policies purchased by the Administrator shall be paid by the Administrator and charged as Common Expenses.

Section 5. Special Provisions: All insurance policies purchased by the Administrator shall be for the benefit of the Council of Co-Owners and 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 Insurance Trustee shall be distributed to or for the benefit of the beneficial owners after first paying or making provision for the payment of the expense of the Insurance Trustee in the following manner:

(A) Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners determined in accordance with Section 5 of this Article X, all remittances to Campsite Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Campsite

and may be enforced by him.

(B) Failure to Reconstruct or Repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners determined in accordance with Section 5 of this Article X, 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.

(C) Certificate. In making distribution to Campsite Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Council of Co-Owners as to the names of the Campsite Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Council of Co-Owners forthwith shall deliver such certificate.

ARTICLE XI

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

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. Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of any structure, assessments shall be made by the Council 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, or upon completion of reconstruction and repair, the funds for the payments of the costs thereof are insufficient, further assessments 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 Insurance Trustee and funds collected by the Administrator from assessments against Campsite Owners on account of such casualty, shall be disbursed by the Insurance Trustee in payment of such cost in the manner directed by the Council of Campsite Owners.

ARTICLE XII

ASSESSMENTS

Assessments against the Campsite Owners shall be made by the Council and certified to the Administrator which shall collect the same from each Campsite Owner in accordance with the following provisions:

Section 1. Share of Expense: Common Expenses -- Each Campsite Owner shall be liable for his share of the Common Expenses in accordance with his percentage interest in the common elements as set forth in the Master Deed, and any Common Surplus shall be owned by each Campsite Owner in a like share.

Section 2. Assessments other than Common Expenses: Any assessments other than for Common Expenses which the Council has authority to make shall be paid by the Campsite Owners to the Administrator.

Section 3. Accounts: All sums collected by the Administrator from assessments may be co-mingled in a single fund but they shall be held for the Campsite Owners and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

- (A) Common Expense Account--to which shall be credited collections of assessments for all Common Expenses as well as payments received for defraying costs, if any, of the use of Common Elements;
- (B) Alteration and Improvement Account-- to which shall be credited all sums collected for alteration and improvement assessments;
- (C) Reconstruction and Repair Account-- to which shall be credited all sums collected for reconstruction and repair assessments; and
- (D) Emergency Account -- to which shall be credited all sums collected for emergencies.

Section 4. Assessments for Common Expenses: Assessments for Common Expenses shall be made by the Council for the calendar year annually in advance on or before December 1 of the year preceding the year for which the assessments are made and at such other and additional times as are required for the proper management, maintenance and operation of the Common Elements. Such annual assessments shall immediately be certified to the Administrator which shall collect the same from the Campsite Owners.

The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expense Account balances. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

Section 5. Assessments for Liens: All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one Campsite or upon any portion of the Common Elements, shall be paid by the Administrator as a Common Expense and shall be assessed against the Campsites in accordance with the shares of the Campsite concerned or charged to the Common Expense Account, whichever in the judgment of the Council is appropriate.

Section 6. Assessment Roll: The assessments against all Campsite Owners shall be set forth upon a roll of the Campsite 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 roll shall indicate for each campsite the name and address of the Campsite Owner, the assessments for all purposes and the amounts of all assessments paid and 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 7. Liability for Assessments: The Owner of a Campsite and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Campsite for which the assessments are made. A purchaser of a Campsite at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due 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 assessments paid beyond the date such purchaser acquires title.

Section 8. Lien for Assessments: The unpaid portion 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 9. Collection:

- (A) Interest, Penalties, Application of Payments, Assessments and installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the rate of 8 per cent per annum from the date when due until paid and, in addition, shall be subject to a late charge equal to 5 per cent of the delinquent assessment unless the Council shall waive the penalty and certify such waiver to the Administrator. All payments upon account shall be applied first to interest and penalties, then to the assessment payment first due. All interest and penalties collected shall be credited to the Common Expense Account.
- (B) Suit. The Administrator or the Council, at their individual options, may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments 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 interest thereon at the rate of 8% per cent, per annum, the penalties above provided and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorneys' fees.

ARTICLE XIIICOMPLIANCE AND DEFAULT

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 shall entitle the Council or other Campsite Owners to the following relief:

- (A) Legal Proceeding. Failure to comply with any of the same, shall be ground 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) All Campsite Owners 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 Attorneys' 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 proceeding and such reasonable attorneys' 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, covenant or condition which may be granted by the Master Deed, these By-Laws or Rules and Regulations adopted by the Council pursuant hereto, or by law shall not constitute a waiver of such right in the future.
- (E) 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 XIVLIENS

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 special 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 XV

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 this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Administrator.

ARTICLE XVI

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 so created on behalf of the Council.

(B) To acquire by assignment either before or after institution of foreclosure action from the holder thereof 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 expenses and charges 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.

Section 3. Foreclosure Actions: Council shall be a necessary party in every action brought to foreclose any mortgage or other lien affecting a Campsite. The Council shall be entitled to bid at any sale, whether the action be in its name or they be a defendant therein, and to purchase any campsite at such sale for such amount as shall be approved by a majority in percentage interest of the Council taking into consideration the amount due the plaintiff, the costs and disbursements, and all other charges affecting the campsite. The Council shall not, however, be limited in its bidding to such amount or total but may bid any higher sum that it finds necessary in order to protect the interests of the other Campsite Owners.

Section 4. Approval of Council: In all actions or proceedings, other than the foreclosure of an authorized first mortgage, resulting in a sale, mortgage, letting or leasing of a campsite and its common interest, one of the provisions of the terms of sale, mortgage, letting or lease, shall be the obtaining of the approval of the Council.

ARTICLE XVII

RESTRICTIONS

Section 1. Observance: The Declarant, and every Campsite Owner by the acceptance of a deed, and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms, covenants and conditions of the Master Deed, these By-Laws or Rules and Regulations promulgated hereunder.

Section 2. Further Covenants: Each Campsite Owner, by acceptance of a deed, further covenants for himself and for his heirs, successors and assigns:

(A) He will not use, cause or permit his campsite to be used other than as provided in the Master Deed, these By-Laws or the Rules and Regulations,

nor will he use, cause or permit the campsite to be in any way changed or altered without first having obtained the approval of the Council.

(B) That he will not use, permit or allow the campsite or any part thereof to be used for an immoral, improper, offensive or unlawful purpose nor will he permit or allow any nuisance within the campsite nor will he use, permit or allow the campsite to be used in a manner which will be a source of annoyance to residents or which in any way interferes with the peaceful possession, enjoyment and proper use of the property by the other residents.

(C) That he will not use, permit or allow the campsite to be occupied by any persons who have not received approval from the Council, nor will he lease the campsite without first obtaining the consent of the Council.

(D) That he will supply to the Council the information relating to an occupant or occupants of his campsite as may be necessary towards a proper determination as to such person's desirability as an approved occupant. Among these are: Former addresses, business and social references, financial status.

(E) That he will not mortgage his campsite or any interest therein without first obtaining the approval of the Council, except a first mortgage to a bank, life insurance company or savings and loan association; and in any event, that he will furnish a copy of such mortgage to the Council.

ARTICLE XVIIIRIGHTS OF FIRST REFUSAL

Section 1. To Council: 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 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 reference 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 Provisional 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.

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.

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.

The Council may elect to purchase such campsite on behalf of all or any one of the Campsite Owners or may assign its rights of first refusal created by this Article.

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. 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 XIX

APPROVAL OF LEASES

Section 1. Approval of Tenants: 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.

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 alternate 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. 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 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 XXAMENDMENT

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 two-thirds (2/3rds) or more of the total value of the property.
- (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.

Section 2. By the Declarant: Declarant, its successors and assigns may make reasonable amendments to the Master Deed or these By-Laws by recording said amendments in the Sussex County Clerk's Office and by notifying each Campsite Owner of the amendment by ordinary mail.

Reasonable amendments shall include inter alia, those which an institutional mortgage lender, title insurance company, or governmental agency having regulatory jurisdiction over the condominiums may require.

ARTICLE XXITERMINATION

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 campsites formerly owned by such Campsite Owners shall have mortgages and liens upon the respective undivided shares of the Campsite Owners. Such undivided shares of the Campsites 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 XXII

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.

ARTICLE XXIII

PROVISIONS PERTAINING TO DECLARANT

Notwithstanding any other provisions herein contained, for so long as the Declarant continues to own any of the campsites the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Declarant to pay any assessments or charges attributable to any and all campsites owned by him, notwithstanding any provision to the contrary in any of the Condominium Documents.

Section 1. Sales, Etc.: The Declarant reserves the unrestricted right to sell, assign, mortgage or lease any campsite which it continues to own after the recording or filing of the Condominium Documents.

Section 2. No Representations: The Declarant specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium Documents except as specifically set forth in any of the same and no person shall rely upon any warranty or representation not so specifically made. The estimates of common charges are deemed accurate, but no warranty or guaranty is made nor intended, nor may one be relied upon.

ARTICLE XXIV

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.

ARTICLE XXV

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.

ARTICLE XXVISEVERABILITY

If any provision of the Master Deed or 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.

ARTICLE XXVII

These By-Laws and amendments thereto are hereby made subject and subordinate to the By-Laws of the Property Owners Association of Tall Timbers and no amendment to these By-Laws shall be effective unless approved by two-thirds (2/3 rds) of the members of the Property Owners Association of Tall Timbers.

BY-LAWS OF THE TALL TIMBERS PROPERTY OWNERS ASSOCIATION

ARTICLE I. IDENTITY

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

- (A) Name:
The name of the Association shall be The Tall Timbers Property Owner's Association.
- (B) Address:
The address of the Association shall be R.D. #5, Box 488, Sussex, New Jersey 07461.
- (C) Seal:
The seal of the Association shall bear its name and the words not for profit and State of New Jersey.

ARTICLE II. PURPOSE AND RESPONSIBILITY

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

ARTICLE III. MEMBERSHIP

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

ARTICLE IV. VOTING

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

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

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

ARTICLE V. MEETINGS OF THE MEMBERSHIP

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

to vote upon the action, if the meeting were held, shall consent in writing to such action being taken; provided however, notice of such action shall be given to all members.

(G) Adjourned Meeting:

If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

ARTICLE VI COMMUNICATION WITH MEMBERSHIP

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

ARTICLE VII BOARD OF DIRECTORS OF THE ASSOCIATION

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

(D) Meetings of the Board of Directors:

(1) Place:

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

(2) Organizational Meeting:

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

(3) Regular Meetings:

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

(4) Special Meetings:

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

(5) Notice of Meetings:

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

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

(E) Quorum:

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

(F) Voting:

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

(G) Compensation:

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

(H) Removal of Directors:

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

(I) Resignation and Disqualification:

(1) Resignation:

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

(2) Disqualification:

The following shall constitute a disqualification:

(a) More than three (3) consecutive absences, commencing with the Organizational Meeting of the Board, shall automatically constitute that member's resignation effective when accepted by the Association Board of Directors. When such resignation is accepted, the Association Secretary shall notify the appropriate Condominium Council so that the Council can elect a new representative.

(b) Delinquency of more than thirty (30) days in the payment of a common expense charge, Association dues or any assessment levied by the Condominium Council which he represents, or levied by this Association, shall automatically constitute a resignation effective when accepted by the appropriate Condominium Council. The Council's Secretary shall notify the Association Board of the accepted resignation of the representative, and provide the name of the individual elected to fill the unexpired term of the disqualified Director.

(c) The transfer of title of a Director's campsite shall automatically constitute the resignation of that Director, effective when accepted by the Condominium Council which he represents. The Council Secretary shall notify the Association Board of the accepted resignation and provide the name of the individual elected to fill the unexpired term of the disqualified Director.

(J) Vacancy:

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

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

(1) Powers:

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

(a) to sue or defend litigation on behalf of and in the Association name;

(b) to engage and dismiss employees and agents and define the duties and fix the compensation thereof;

(c) to open bank accounts, designate officers to make deposits, sign checks and drafts;

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

- (g) to organize and supervise social and recreational functions within the community and to appoint committees for this purpose;
 - (r) The foregoing rights and powers of the Board shall be in addition to and not in limitation of any other rights which the Board may have by law or these By-Laws.
- (2) Duties:
The duties of the Board shall specifically include but shall not be limited to the following:
- (a) the ownership, operation, management and maintenance of the water system supplying the campsites in the various Condominiums with water;
 - (b) provide security for the community;
 - (c) own, maintain and manage the use of the roads in the community which are not part of any condominium;
 - (d) obtaining and maintaining all necessary insurance coverage;
 - (e) payment of all expenses and debts of the Association, and the tax assessments against real property owned by the Association;
 - (f) the promulgation of the welfare and best interests of the membership of the Association as it pertains to the community;
 - (g) maintain, manage and operate the sewage disposal centers commonly called dumping stations;
 - (h) the performance of any other duties which may be imposed upon the Board from time to time pursuant to law or the provisions of these By-Laws or necessary to carry out the purposes of the Association.
- (L) Indemnification:
The Association shall indemnify every Director, his heirs, executors and administrators against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director may be entitled.

ARTICLE VIII. OFFICERS OF THE ASSOCIATION

- (A) Officers and Qualifications:
- (1) Officers:
The principal officers of the Association shall be a President, Vice President, Treasurer and Secretary.
 - (2) Qualifications:
 - (a) All of the aforementioned Officers shall be members of the Board of Directors.
 - (b) One person may not hold more than one of the aforementioned offices except that one person may be both Treasurer and Secretary.
- (B) Election and Term:
- (1) Election:
The Officers provided for in Item 1 of section A of this Article shall be elected by majority vote of the members of the Board of Directors at the Organizational Meeting of the Board of Directors.
 - (2) Term:
 - (a) The Officers provided for in Item 1 of section A of this Article shall serve for a one (1) year term commencing with the

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

(C) Duties of the Officers:

(1) President:

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

(2) Vice President:

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

(3) Treasurer:

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

(4) Secretary:

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

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

(D) Assistant Officers:

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

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

ARTICLE IX ADMINISTRATOR

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

are not limited to the following:

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

ARTICLE X FINANCES AND ASSOCIATION DUES

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

- (D) Budget:
- (1) The Board of Directors shall prepare an annual budget for the Association for the ensuing year.
 - (2) The Secretary of the Association shall forward to the members of the Association, a copy of the budget, a copy of the net expenses of the Association for the ensuing year (including reserves) and an estimate of the Association dues.
- (E) Determination and Payment of Association Dues:
- (1) Determination:
The Board of Directors, upon adoption of the budget, shall determine the respective pro-rata amount of the total expenses of the Association for which each campsite shall be liable as his Association dues. In so determining the Association dues for each campsite owner, the Board shall take into account any surplus in the accounts of the Association.
If the Board shall fail to fix a new assessment for the ensuing year, then the campsite owner shall pay the same Association dues, including however, any Special Assessments called for in the then current fiscal year, as if such sum were the new Association dues. Failure to fix a new assessment shall not constitute a waiver, modification or release of any campsite owner's obligation to pay same.
 - (2) Payment:
Following determination as above provided, the Treasurer of the Association shall notify the Treasurers of the various Condominiums of the amount of the Association Dues due from each campsite owner. The Association Dues due from each owner shall be incorporated into the Common Expense Charge due from that owner.
 - (a) Each campsite owner shall pay his Association Dues as part of his Common Expense Charge.
 - (b) The Condominium Council, upon collection, shall forward to the Association, that portion of payment which represents the Association Dues, together with appropriate records of same.
 - (c) The Association shall maintain accurate records reflecting these payments or the non-payment of each campsite owner's Dues.
 - (d) No campsite owner shall exempt himself from liability for the Association Dues by the waiver of the right to use the facilities and/or services of the Association, or the abandonment of his campsite or otherwise.
 - (e) In addition to any remedies that are provided for hereinafter in these By-Laws, a campsite owner who fails to pay his Association Dues may be prohibited, by the appropriate Council, from using the facilities and common areas available in his Condominium; and shall be prohibited from voting in the affairs of the Council or the Association. In addition, the Association, in its discretion, may terminate any services to the campsite or campsite owner.

- (3) The above Determination and Payment provisions shall be conducted on a calendar which provides for coordination with the Statement and Payment schedule required of the By-Laws of the Condominiums.

(F) Assessments:

The membership in general and/or individual campsite owners may be assessed as follows. Terms and conditions for collection of these assessments may be determined by the Board of Directors of the Association.

(1) Membership in General:

If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual expenses of the Association for such fiscal year, for any reason, the Board of Directors shall, at any time it deems necessary and proper, levy a special Assessment against each campsite owner in the same proportion as the original Association Dues.

(2) Individual Campsite Owner(s):

- (a) In the event that the Board of Directors shall determine that any expenditure which has been or will be made out of the funds of the Association is primarily for the benefit of, or is the responsibility of a specific campsite owner or owners, the Board shall levy a Special Assessment upon such campsite owner(s) to obtain the funds necessary for or to recover such expenditure.
- (b) A campsite owner(s) shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by proceeds of insurance carried by the Association. Such expense shall be collected as a Special Assessment.

(G) Dues and Assessments List:

The Treasurer shall have a list which indicates, for each campsite, the name and address of the campsite owner(s), the Dues, any assessments and the amounts paid or unpaid. A Certificate stating the status of a campsite owners' account shall be issued, upon demand, to the mortgagee of any campsite and such other persons as a campsite owner may request in writing.

(H) Liability for Dues and Assessment:

The owner of a campsite and his grantees shall be jointly and severally liable for all assessments or Association Dues which are payable at the time of a conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Such liability may not be avoided by a waiver of the use or enjoyment of any common element, or by abandonment of the campsite for which the assessments are made.

The purchaser of a campsite at a judicial or foreclosure sale, or a first mortgagee who accepts a deed in lieu of foreclosure, shall be liable only for the Association Dues or assessments coming due after such sale, including the pro-rated Dues and Assessments for the balance of the fiscal year.

Such purchaser as aforesaid shall be entitled to the benefit, from the date of transfer of title, of all prepaid Association Dues and assessments.

(I) Lien:

The unpaid portion of the Association Dues, or of an assessment which is due, shall be secured by a lien upon:

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

ARTICLE XI. COMPLIANCE AND DEFAULT

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

ARTICLE XII. TRANSFER OF OWNERSHIP OF A CAMPSITE

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

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

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

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

ARTICLE XIII. AMENDING THIS DOCUMENT

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

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

ARTICLE XIV. MISCELLANEOUS

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

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

(E) Interpretation:

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

(F) Effective Date:

These By-Laws shall take effect as of the 12th day of April, 1977.

(4)

97-07783 0-2215-211

21/

AMENDMENT TO THE BY-LAWS OF THE TALL TIMBERS PROPERTY OWNERS ASSOCIATION TO CREATE AN ENFORCEMENT COMMITTEE FOR THE PURPOSE OF ENFORCEMENT OF RULES AND REGULATIONS WITHIN THE TALL TIMBERS COMMUNITY AND FOR THE PURPOSE OF RECOUPING EXPENSES OF MAINTAINING, REPAIRING AND OPERATING FACILITIES AND COMMON ELEMENTS WITHIN THE TALL TIMBERS COMMUNITY

SECTION ONE: ARTICLE VII of the By-Laws of the Tall Timbers Property Owners Association is hereby amended to add a new section, Section K(1)(s) which reads as follows:

K (1)(s). The Enforcement Committee of the Tall Timbers Property Owners Association -
Preamble.

The Board of Directors of the Tall Timbers Property Owners Association finds that the violation of the By-Laws, Rules and Regulations of the Tall Timbers Property Owners Association causes expense to the Tall Timbers Property Owners Association, a portion of which must be ultimately charged to each property owner with the Tall Timbers Community. Therefore, for the purpose of enforcing the Rules, Regulations and By-Laws in the community the Board of Directors of the Tall Timbers Property Owners Association finds it necessary to create an enforcement committee in order to enforce the rules, regulations and By-Laws and recoup the expenses incurred in enforcing the rules and regulations of the Tall Timbers Property Owners Association and thereby reducing the annual fees and charges to each unit owner within the community. The enforcement is necessary to preserve the health, safety and welfare of individual property owners, their family members and guests.

1. Enforcement Committee - Organization

There is hereby established an enforcement committee for the purpose of enforcing the rules, regulations and by-laws of the Tall Timbers Property Owners Association. The Committee shall be composed of (5) members each of whom shall be a village campsite owner. By the first of April of each year each of five villages, beginning with the first five villages alphabetically, shall appoint an owner in good standing to serve a term of one (1) year on the Committee. No member shall serve more than one year consecutively. At the end of the initial year a member from the next condominium village shall be appointed and the member from the first village alphabetically shall be deleted from the committee. This procedure shall be repeated each year. Committee members, once appointed, shall be subject to the same procedure regarding resignation, replacement and recall as exists for other officers of the condominium village represented. Upon resignation, removal or recall the village shall appoint another officer to fill the balance of the term.

2. Meetings.

The committee shall meet monthly from April through September.

3. Authority of the Enforcement Committee

(a) The purpose of the committee is to hear complaints regarding the violation of the By-Laws, Rules and Regulations of the Tall Timbers Property Owners Association. Complaints may be filed by the Administrator or other employee of the Tall Timbers Property Owners Association, including the security forces, or by any individual campsite owner against a campsite owner regarding such violation. The Committee may enforce the rules and impose charges upon those persons found to have committed violations of the rules, regulations and By-Laws as set forth in the Schedule of Charges annexed as Schedule A. The Committee shall have authority to impose charges on an individual campsite owner whose family, guests, relatives, contractors or other invitees have committed violations.

D-2215-212

(b) Any charge imposed by the Committee shall be considered as "additional maintenance" to be billed to the campsite owner. The charge may be collected as a maintenance charge as provided in the By-Laws of the Tall Timbers Property Owners Association or any individual condominium. In the event that any charge remains unpaid for a period of thirty (30) days, the campsite owner shall be subject to the loss of all privileges of an owner in good standing including, but not limited to loss of water service. In the event that water service to the campsite is terminated, the owner shall also be subject to a "plug-fee" charge as in effect for other campsite owners not in good standing.

4. Authority of the Board of Directors of the Tall Timbers Property Owners Association

(a) The Board of Directors of the Tall Timbers Property Owners Association shall have the authority to revise the Schedule of Charges annexed as Exhibit A from time to time as they deem appropriate.

(b) The Board of Directors of the Tall Timbers Property Owners Association, through its agents or Administrator, reserves the right to file legal proceedings in order to collect damages including the charges imposed by the Enforcement Committee, or for injunctive relief to enforce the rules, regulations and By-Laws. The Tall Timbers Property Owners Association is entitled to collect reasonable attorneys fees, court fees and costs of suit incurred in the enforcement of any rule, regulation or By-Law from the violator, and for the collection of charges.

5. Rights of the Accused

Any person accused of a violation shall have the right:

- (a) To receive a copy of any notice of violation written against him;
- (b) To be notified at least fourteen (14) days in advance of a hearing regarding his notice of violation. The accused shall be entitled to one postponement of hearing by notifying the Tall Timbers Administrator's Office, in writing, no less than twenty-four (24) hours prior to the scheduled hearing;
- (c) To be able to call witnesses in his own behalf as well as to cross examine his witnesses against him and to present evidence;
- (d) To be able to hear the charges read against him;
- (e) To be able to give a summary argument in his own defense;
- (f) To be notified of the results of any hearing within forty-eight (48) hours.

6. Severability

If any provision of these By-Laws or any rule or regulation of the Tall Timbers Property Owners Association is declared illegal, then that provision declared illegal shall be deleted and the remaining By-Laws, rules and regulations shall remain in full force and effect.

SCHEDULE A

D-2215-213

<u>VIOLATION</u>	<u>1ST OFFENSE</u>	<u>2ND OFFENSE</u>	<u>3RD OFFENSE</u>
Fireworks	\$100	\$150	\$200
Alcohol consumption on TTPOA property	\$ 10	\$ 25	\$ 50
Reckless driving	\$ 50	\$ 75	\$100
Speeding	\$ 25	\$ 50	\$ 50
Unauthorized parking	\$ 15	\$ 25	\$ 50
Illegal dumping *plus actual cost of removal			
On common ground	\$ 25 *	\$ 50 *	\$ 75 *
Compactor Area			
Propane tanks	\$ 25 *	\$ 50 *	\$ 50 *
Construction debris	\$ 10 *	\$ 25 *	\$ 50 *
Leaves/branches	\$ 10 *	\$ 25 *	\$ 50 *
Tires/Auto parts	\$ 25 *	\$ 50 *	\$ 75 *
Vandalism/Destruction ** plus cost of repair	\$100 **	\$150 **	\$200 **
Unleashed/Unattended pet			
Failure to clean up after pet	\$ 10	\$ 25	\$ 50
Barking dog	\$ 10	\$ 25	\$ 50
Disorderly or alarming behavior	\$ 10	\$ 25	\$ 50
Quite hour or noise nuisance	\$ 10	\$ 25	\$ 50
Minibikes or snowmobiles	\$ 25	\$ 50	\$100
Unauthorized hunting, trapping or firearms	\$100	\$150	\$200
Campfires:			
Unattended	\$ 25	\$ 50	\$100
During water off	\$ 50	\$100	\$150
During "no fires" posted	\$ 50	\$100	\$150
Boating or fishing in swimming area	\$ 10	\$ 25	\$ 50
Swimming after hours	\$ 10	\$ 25	\$ 50
Failure to obey lifeguard instructions	\$ 10	\$ 25	\$ 50
Loitering	\$ 10	\$ 25	\$ 25
Unauthorized Solicitations/Posting of notices on common ground	\$ 10	\$ 25	\$ 25

Note: Should Tall Timber incur any costs whatsoever as a result of an infraction, these costs shall be charged back to the campsite owner as additional charges to those scheduled above.

D-2215-214



TALL TIMBERS PROPERTY OWNERS ASSOCIATION
100 TALL TIMBERS ROAD, SUSSEX, NJ 07461
TEL. 201-875-1991
FAX. 201-875-0647

Section one, Article VII of the By-Laws of Tall Timbers Property Owners Association, Inc. is hereby so amended effective this date.

Tall Timbers Property Owners Association, Inc.

Joel Hatoff
Joel Hatoff
Secretary

5-12-97

Date

ON THIS 12 DAY OF MAY 1997 BEFORE ME THE SUBSCRIBER PERSONALLY
APPEARED JOEL HATOFF WHO I AM SATISFIED IS THE PERSON WHO IN
AND WHO EXECUTED THE WITHIN INSTRUMENT AND THEREUPON ACKNOWLEDGED
THAT HE SIGNED SEALED & DELIVERED THE SAME TO HIS ACT AND DEED FOR THE
Sworn to and subscribed before me
this 12 day of MAY 1997 PURPOSE THEREIN EXPRESSED.

Ken Cosier

KEN COSIER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/18/2001

97 MAY 13 AM 8:50
CLERK
RECEIVED

RETURN TO:
KEN COSIER
TALL TIMBERS POA
100 TALL TIMBERS RD
SUSSEX, NJ 07461

**ORIGINAL AND PROPOSED AMENDMENTS TO BY-LAWS OF THE MAPLE SECTION CONDOMINIUM,
VERNON TOWNSHIP, NEW JERSEY – TALL TIMBERS COMMUNITY**

The Condominium Council of the Maple Section Condominium, a part of the Tall Timbers Community, hereby amends the following parts of the by-laws of the Maple Section Condominium. The by-laws of the Maple Section Property Owners Association are filed in the Sussex County Clerk's Office, Newton, NJ as Exhibit A-3 of the Master Deed of the Maple Section Condominium, which deed was dated September 9, 1975 and recorded in the Sussex County Clerk's Office in Book 962 of deed for said county on page 52 on September 10, 1975.

The by-laws of Maple Section, Article III "Council of Co-Owners" Section 2 Voting

"Section 2. Voting. At all meeting of the council each campsite owner shall be entitled to vote in accordance with his percentage interest in the common elements as forth in the Master Deed. As to matters involving the disposition of assets, or the placing of liens thereon, or the granting of rights or easements therein no such action shall be effective unless each camp site owner shall obtain the consent of the holder of any first mortgagee on the campsite owned by him. Each vote shall be cast by the person, and in cases where title to a campsite is in more than one name, in whose same membership in the condominium is registered (herein sometimes called "Campsite Owner") or by his proxy when filed with the Secretary of the Council."

Shall be amended to read

Section 2. (A) Voting: At all meetings of the council each campsite owner shall be entitled to vote in accordance with his percentage interest in the common elements as set forth in the Master Deed. As to matters involving the disposition of assets, or the placing of liens thereon, or the granting of rights or easements therein no such action shall be effective unless each camp site owner shall obtain the consent of the holder of any first mortgagee on the campsite owned by him.

(i) Each vote shall be cast by the person and in cases where title to a campsite is in more than one name, the co-owners of that campsite are entitled to jointly submit one vote to represent their campsite on any given issue or by his proxy as described in Section 3 when filed with the Secretary of the Council.

(ii) If co-owners of a single campsite submit, in person and/or by proxy, more than one intended vote on a given issue none of the intended votes for that campsite on that issue shall be recognized as valid.

(iii) An individual owning more than one campsite shall be entitled to one vote for each campsite owned.

(B) Loss of Voting Privilege: If the common expense charge and/or a special assessment and/or related interest charges or costs are not paid when due, the vote for such a campsite shall be lost as long as any delinquency continues.

(C) Method of Voting: A vote may be cast in person at the meeting at which the subject is being voted upon or by filing a proxy as described in Section 3.

(D) Determination of Voting Results: A majority of total eligible votes present, in person or by proxy, at that meeting, where a quorum has been established shall decide the questions unless the Master Deed or By-Laws provide otherwise in which event the percentage of votes required shall control.

(E) Notification of Vote Results: The secretary of the Council shall be responsible for the prompt notification of the membership of the matters discussed at all meeting and the outcome of any vote on any issue placed before the membership.

(F) Waiver and Consent to Dispense with a Vote: Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Council, the

meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action, if the meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members.

The by-laws of Maple Section, Article III "Council of Co-Owners" Section 3 Proxies

"Section 3. Proxies: A vote may be cast in person or by proxy. To be valid proxies must be duly signed, dated and must be filed with the Secretary before the appointed time of the meeting. A proxy is valid only for the particular meeting designated therein. A proxy may be revoked by the campsite owner by appearance in person at the meeting and filing with the Secretary a written notice of the revocation."

Shall be amended to read:

Section 3. Proxies: A vote may be cast in person or by proxy. To be valid proxies must be duly signed, dated and witnessed and must be filed with the Secretary before the appointed time of the meeting. A proxy is valid only for the particular meeting designated therein. A proxy may be revoked by the campsite owner by appearance in person at the meeting and filing with the Secretary a written notice of the revocation.

(A) The Secretary of the Council shall be responsible for providing each campsite owner with an official form for voting by proxy. This form shall:

- (i) Be enclosed with the Notice required in Article III Section 7
- (ii) Set forth, but not be limited to, the following items: the campsite for which the member is voting, the issues to be voted upon by the membership, a place for the member to indicate his vote, a signature line and a return address.

(B) The campsite owner voting his campsite by proxy shall complete the proxy form, sign it and return it to the address indicated on the form to arrive prior to the meeting for which the notice was sent.

(C) Each proxy so filed, which represents a vote cast in compliance with Article III Section 4, shall represent the vote of that campsite at that meeting as if the vote were cast in person at that meeting.

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

The by-laws of Maple Section, Article III "Council of Co-Owners" Section 5 which reads:

"Section 5. Annual Meetings: Annual meetings of the Council shall be held at 10:00 a.m. on the 4th day of July each year at which time the Council shall elect officers and may transact such other business as may come before the Council."

Shall be amended to read:

Section 5. Annual Meeting: The annual meeting of the Council shall be held at 10:00 a.m. on the third Saturday of May each year at which time the Council shall elect officers and may transact such other business as may come before the Council.

The by-laws of Maple Section, Article III "Council of Co-Owners" Section 9 which reads:

"Section 9. Quorum: A quorum at any meeting of the Council shall consist of 2/3rds of the persons entitled to vote thereat. A quorum once established may not be broken by the withdrawal of one or more campsite owners. Campsite owners present may adjourn the meeting despite the absence of a quorum."

Shall be amended to read:

Section 9. Quorum: A quorum at any meeting of the Council shall consist of fifty-one (51%) of the persons entitled to vote thereat. A quorum once established may not be broken by the withdrawal of one or more campsite owners. Campsite owners present may adjourn the meeting despite the absence of a quorum.

The by-laws of Maple Section, Article IV "Officers" Section 1

"Section 1. Election: At the April Meeting of the Council every other year there shall be nominated a President, a Vice President a Secretary and an Assistant Secretary (Treasurer). A mail ballot shall be sent to all members to be returned not later than the May Meeting of the Council. The elected officers shall serve for a term of two years. Only the President shall not be able to succeed himself."

Shall be amended to read:

Section 1. Election: Prior to the April meeting the secretary will notify by mail, all council members that at the April meeting every other year, the Council will nominate a President, a Vice President a Secretary, and Treasurer. Nominations will be officially closed at adjournment of the April meeting. Notification and ballots will be mailed to all members and returned to the Council prior to the May meeting, if and only if, there is more than one (1) person running for a specific office. If only one person runs for an office, the secretary will then cast one vote for that position and said position will be considered elected at the May meeting. Officers will be seated at the June meeting.

Each Campsite Owner shall be entitled to vote in accordance with his percentage interest in the common elements as indicated in Section 2.

The election will take place at the May meeting. Such officers shall be elected for a term of two years, commencing immediately after the successors are elected and qualify. The candidate receiving a majority in interest of votes cast for the particular office shall be declared elected."

An officer may serve for an unlimited number terms so long as he has been re-elected by the Council.

If a member of the Executive Council is unable to fulfill his term of office, the remaining officers will elect an interim officer.

The by-laws of Maple Section, Article IV entitled "Officers" Section 4 Secretary

"Section 4. Secretary. The Secretary shall keep a written record of all actions of the Council. He shall attend to the giving of all notices to the Campsite Owners and shall supervise the service thereof. He shall prepare and have available, at each meeting of the Council, a certified list of the names of the Campsite Owners and of their percentage interest in the general common elements. He shall perform such other duties normally incident to the office of Secretary as may be required by the Council or the President."

Shall be amended to read:

Section 4. Secretary. The Secretary shall keep a written record of all actions of the Council. He shall attend to the giving of all notices to the Campsite Owners and shall supervise the service thereof. He shall prepare and have available, at each meeting of the Council, a certified list of the names of the Campsite Owners and of their percentage interest in the general common elements. He shall perform such other duties normally incident to the office of Secretary as may be required by the Council or the President.

(A) Assistant Secretary: The Assistant Secretary shall perform such duties as may be delegated to him by the Secretary and shall exercise the powers and perform the duties of the Secretary in the latter's absence or disability.

The by-laws of Maple Section, Article IV entitled "Officers" Section 5 Assistant Secretary

Prepared 8/16/08

"Section 5: Assistant Secretary: The Assistant Secretary shall perform such duties as may be delegated to him by the Secretary and shall exercise the powers and perform the duties of the Secretary in the latter's absence or disability."

Shall be removed and replaced with:

Section 5: Treasurer: The Treasurer shall have charge and custody of, and be responsible for all funds and securities of the Association; shall deposit or cause to be deposited all such funds and securities in such depositories as the officers may direct; shall keep or cause to be kept correct and complete accounts and records of all financial transactions of the Association and shall submit or cause to be submitted to the Association an Annual Report of the financial status of the Association and such other reports as law or these By-laws or the officers may from time to time require.

The by-laws of Maple Section, Article IV, "Representative to the Tall Timbers Community Board" Section 6

"The Council shall elect a representative and an alternate to the Tall Timbers Advisory Board. The alternate shall take the place of the representative when the representative is not available and shall have all the voting rights and privileges accorded to the representative. The Tall Timbers Advisory Board Secretary will be notified prior to the Tall Timbers Property Owners Association meets as to whether the representative or the alternate will represent the Maple Village Council."

Shall be amended to read:

The by-laws of Maple Section, Article IV, Section 6, entitled "Representative to the Tall Timbers Community Board"

Section 6. Representative to the Tall Timbers Community Board. In April the Council will elect a representative and an alternate representative to the Tall Timbers Advisory Board. The alternate shall take the place of the representative when the representative is unavailable and shall have all the voting rights and privileges accorded to the representative to the Tall Timbers Advisory Board. If said representative or alternate is unavailable to attend the Tall Timbers Advisory Board; the Council will be represented by the following officers in the order of availability. President, Vice President, Secretary, or Treasurer and shall have all the same voting rights and privileges accorded to the representative to the Tall Timbers Advisory Board.

Said Board shall consist of the officers of the Tall Timbers Property Owner's Association and an elected representative of each Condominium within the Tall Timbers community. Said representative when elected shall serve on the Advisory Board for a two year term without remuneration. Function of the Advisory Board shall be to meet and consult with the owner and/or the Tall Timbers Management Corporation and to guide and advise the said owner and the management Corporation of the operation and management of the community known as Tall Timbers. In addition, the owner of the Tall Timbers Management Corporation shall by December 31 of each year submit the next year's annual proposed budget to the advisory Board for its inspection and comment. The Board at its discretion shall make its recommendation to each licensee (property owner) as to any line budgeted item if the same is classified as a recreational expense, so the same can be amended or deleted by single majority vote of licensees, as set forth in Paragraph 8C of the Facility License Agreement. Whenever possible the owner and/or Management Corporation shall manage the Tall Timbers community so as to reflect the attitudes, needs and desires of the individual campsite owners and condominiums, as expressed by the Advisory Board, provided however that the owner and/or Management Corporation shall not be bounds by any action of the Advisory Board. The said Advisory Board shall meet with the owner and/or Management Corporation at least two (2) times a year at a time and place within the Tall Timbers community selected by the owner and/or Advisory Board of the time and place of the meeting."

The by-laws of Maple Section, Article VI Powers and Duties of Council and Administration, Section 1 (E)

"(E) To modify or amend these By-Laws but only upon the affirmative vote of the Campsite Owners representing more than half (50%) of the value of the property in the condominium in the matter set forth in Article XXI herein. And

provided that no such modification or amendment is effective until embodied in a recorded instrument which shall be recorded in the Sussex County Clerk's Office in the same manner as the Master Deed and these original By-Laws.

Shall be amended to read:

To modify or amend these By-Laws but only upon the affirmative vote of the Campsite Owners representing fifty-one percent (51%) of the value of the property in the condominium in the matter set forth in Article XXI herein. And provided that no such modification or amendment is effective until embodied in a recorded instrument which shall be recorded in the Sussex County Clerk's Office in the same manner as the Master Deed and these original By-Laws.

The by-laws of Maple Section, Article XX Amendment Section 1 (B)

"(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 two-thirds (2/3rds) or more of the total value of the property."

Shall be amended to read:

(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 fifty-one percent (51%) or more of the total value of the property.

Approved by Barbara Kennedy
Barbara Kennedy, President, Maple Village Condominium
Attest Gene Perry
Gene Perry, Secretary, Maple Village Condominium

9-27-2008
Dated
9/27/2008
Dated

State of New Jersey
County of Sussex

I certify that on Sept 27, 08, Gene Perry personally came before me and this person acknowledged under oath to my satisfaction that:

- This person is the Secretary of the Maple Section Condominium the Corporation named in this document
- This person is the attesting witness to the signing of this document by the proper corporate office who is Barbara Kennedy, the President of the Corporation.
- This document was signed and delivered by the Corporation as a voluntary act duly authorized by a proper resolution voted on by the membership in accordance with the then existing by-laws.

20081118010274050 5/5
11/18/2008 08:50:15 AM D AMEND
Recording Fee: \$80.00
Tax Fee: \$.00
Consideration: \$.00
Buyers Fee: \$.00
LPHIPPS

Record and return to:

Mrs. Barbara Kennedy
814 Third Street
Secaucus, NJ 07094

Yesenia Rivera
Notary Public of New Jersey
My Commission Expires 4-30-09
Yesenia Rivera

