RULES AND REGULATIONS

The Rules and Regulations of Cape Shores Resort have been promulgated to foster a desirable community where residents can enjoy the community, the amenities, and recreation areas in a peaceful environment free from conflict with their neighbors and Cape Shores Resort management. Residents benefit by knowing and understanding what is required of them, their guests, and their neighbors and what is required to maintain and enjoy the community. In order to maintain Cape Shores Resort as a thriving community, strict adherence to all Rules and Regulations by all residents and their guests is required.

Failure to strictly adhere to the Rules and Regulations shall constitute a breach of the Lease Agreement.

All defined terms herein shall have the same meaning as in the Lease Agreement unless otherwise stated in these Rules and Regulations.

General Resort Policies:

Beneficiaries of Tenancy.

1. The Lessee and the Lessee's immediate family are entitled to all of the benefits of the community. The Lessee's immediate family may enter the community and stay overnight without the presence of the Lessee provided that any such family member is at least twenty

one (21) years of age or accompanied by a parent or guardian. "Immediate family" shall include all title owners of the park model on the Leased Property and the parents, children, and grandchildren of the Lessee and title owners. All immediate family members must be registered with the Lessor. All other individuals shall be considered guests (see "Guests section). Lessees are responsible for ensuring that immediate family members comply with the Rules and Regulations and terms of the Lease Agreement. No more than 8 persons may occupy a unit overnight at any time.

2. **Mail.** Lessees, immediate family, and guests are not permitted to receive

mail at the community. Any mail received will be returned to the post office.

Lessees that wish to receive mail while occupying their Leased Property can open a post office box at the Rio Grande Post Office.

3. **Responsibility for Children.** Parents and/or guardians are responsible for the actions and whereabouts of their children. No individuals under the age of twenty-one (21) may stay overnight in the community without their parents.

4. **Signs.** Except as otherwise set forth herein, signs other than the Lessee's name or a house number

may not be displayed on the park model, in the windows of the park model, or upon the Leased Property. One (1) "For Sale" sign no larger than 12" by 18" may be displayed on the exterior of the park model or within the park model's window.

5. **Fire Protection.** All residents are encouraged to have in their homes, at a minimum, a 2.5 lb. Rated B & C Fire Extinguisher and a smoke detector.

6. **Soliciting.** No soliciting in any form is permitted within the community.

7. **Temporary or Seasonal Decorations.** Seasonal and holiday decorations are permitted on your park model or leased property, provided that they are removed within five (5) days of the passing of the holiday or seasonal day. However, management reserves the right to require removal of any decoration deemed offensive by management.

8. **Antennas.** No television or other antennas are permitted without prior written approval from the Lessor.

9. **Trespassing.** Lessees, their immediate family, and their guests shall only make use of the Lessee's leased property and may not walk through or trespass on another's leased property.

10. **Quiet Hours.** Quiet hours are from 11:00 p.m. until 9:00 a.m. Please respect this policy and your neighbors.

Community Recreational Facilities:

11. Community recreational facilities, including playground equipment and swimming pools, are intended for use in accordance with these Rules and Regulations. Use of the facilities is at the user's own risk.

Children under sixteen (16) years of age must be accompanied and supervised by an adult while using any community recreational facility.

Each unit will receive six (6) pool passes per season. Pool passes will expire at the end of each season, and new passes will be issued at the start of the following season.

Pool passes must be in the possession of anyone using the pool facilities. Management reserves the right to request pool passes at any time to confirm residency.

The right to use community recreational facilities is limited to those Lessees who are in full compliance with their obligations under the Lease Agreement and these Rules and Regulations. There may be circumstances that require the recreational facilities, including the swimming pools and the grounds upon which these facilities are located, to be closed and unavailable for use by the Lessees. These circumstances include, but are not limited to, compliance with applicable law, governmental order, directive, or guidance issued by a governmental agency; repair, replacement, or maintenance; or a Force Majeure event. In such cases, Management will post a notice of the closure of the recreational facility(ies). There will be no abatement or decrease in rent during such periods. Management reserves the right to bar access to Lessees who are in default of any provision of the Lease Agreement, the Rules and Regulations, or any applicable local or state law or regulation, including but not limited to the non-payment of rent or other charges.

12. **Bicycles/Golf Carts.** All individuals under the age of seventeen (17) must wear a helmet when operating a bicycle in the community. All bicycles operated in the community after dark must be equipped with a front light on and a rear reflector. All individuals must be at least sixteen (16) years of age in order to operate a Golf Cart within the community.

13. **Tables.** No tables must be placed in front of any park model on a Leased Property. Tables must remain in the rear of the Leased Property.

14. **Alcohol.** Lessees, their immediate family, and their guests may not consume alcohol in the community outside of the confines of their Leased Property.

15. **Video Cameras/Drones.** Lessees may install a front and rear video or surveillance camera on park models. However, no video or surveillance camera may be used in a manner that invades the privacy of another Lessee. The Lessor has absolute discretion to require the removal or redirection of video. or surveillance cameras used in violation of this provision. No drones may be operated in or above the community, and no drones may be operated outside of the community for the purpose of recording or transmitting videos or photographs of the community or its Lessees, their immediate

family, and their guests. Nothing in this paragraph is intended to preclude the use of handheld personal cameras to take photographs and/or record videos provided such use does not infringe on the privacy of any other Lessee or their immediate family or guests.

16. **Disorderly Conduct.** Disorderly conduct will not be tolerated and may result in immediate eviction and termination of the Lease Agreement.

Harassing and abusive behavior to other residents and management is a violation of these Rules and Regulations. Disorderly conduct will not be tolerated.

Weapons, including air rifles, guns, bows, arrows, fireworks, paint balls, knives, and explosives, are not allowed to be used, fired, or displayed anywhere any time.

Changes to Rules and Regulations:

17. These Rules and Regulations may be amended, supplemented, revised, or modified as deemed necessary by management. Lessor will make commercially reasonable efforts to provide thirty (30) day written notice to Lessee prior to the effective date of such change.

However, in the event that a change in the Rules or Regulations is required to comply with applicable law, governmental order, directive, or guidance issued by a governmental agency, or is the result of a Force Majeure, Landlord reserves the right to amend the Rules and Regulations to comply with such law, order, directive, or guidance effective when issued, without thirty (30) day prior notice. Lessee will be provided with a copy of the amended Rules and Regulations and advised of the effective date of the same. Lessee(s) also agrees to comply with laws and regulations of the municipality, county, and state.
and federal government, including by way of example only, Executive Orders and the requirement that fire extinguishers and smoke detectors be present in the premises.

18. **No Waiver.** The decision by management not to insist on strict compliance with these Rules and Regulations shall not be deemed a waiver of any such Rules and Regulations, a waiver of the right to subsequently enforce such Rules and Regulations, or a waiver of any rights or remedies possessed by the Lessor hereunder.

Improvements to Leased Property:

19. The community is a licensed campground subject to the provisions of Chapter 104 of the Code of the
Township of Middle.

20. No permanent structures may be affixed by Lessees to their Leased Property.

21. Recreational park trailers, otherwise known as park models, are classified as motor vehicles under New Jersey law, and, therefore, are permissible. Consistent with the terms of the Lease Agreement, all Lessees must provide copies of title, registration, and proof of insurance. All park models installed in the community must comply with the Recreational Park Trailers Subcode of the Uniform Construction Code at N.J.A.C. 5:23-4D.

22. No improvements, modifications, or alterations may be made to the Leased Property and/or exterior of a park model without prior written approval of

the Lessor. As a prerequisite to obtaining approval, a plan/drawing that will meet the requirements for obtaining a construction permit from the Township must be provided to the Lessor with a description of the proposed work. No third-party contractors are permitted to perform work at the Leased Property without prior written approval from the Lessor.
No work that requires a construction permit may be performed directly by the Lessees. All work must be performed by a licensed and insured contractor.

23. No Lessee may perform any work, repairs, or maintenance on any community common area or any site aside from the Leased Property designated under the Lessee's Lease Agreement without prior written approval from the Lessor.

24. One (1) A-frame shed no larger than 8' x 10' may be placed on your Leased Property as long as it is not permanently affixed thereto. Sheds must be wood with vinyl siding and shingled roofs to match the park model on the Leased Property. The location of the shed on the Leased Property must be approved by the Lessor prior to placement of the shed. Under no circumstances is the shed to be used as habitable space, including sleeping or living quarters.

25. The location of fire rings on the Leased Property must be approved by the Lessor and may not be moved subsequent to such approval without permission from the Lessor. All fires must be kept within the confines of the fire ring and must not be left unattended. All fires must be extinguished prior to vacating the Leased Property.

26. **The following improvements/appliances are not permitted:**

a. Decks; except as built by Cape May Park Homes on new models: (front & rear porch).
b. Fences other than an approved privacy fence; which must match the vinyl white fences on new park models.
c. Clotheslines
d. Tents of any kind, including, but not limited to, pup tents, family tents, and gazebos;
e. Electric ranges, garbage disposals, dishwashers, washing machines, and dryers;

f. Outdoor refrigeration;
g. Playgrounds, swing sets, and wooden platforms;
h. Outdoor carpet.

Vehicles and Parking:

27. The entrance to the community is gated, and the gate is operated by remote. Two (2) remotes will be provided per leased property. An additional two (2) remotes may be purchased from the Lessor for a fee of $100 each. Upon sale of your unit, two remotes must be returned to management. Purchased remotes are non-refundable and will be deactivated upon sale of the unit.

28. The gate remotes will be deprogrammed if the Site Fee is delinquent.

29. Each leased property may register up to three (3) vehicles for lessees and their immediate family.

Proof of insurance must be provided upon registration. Each residence may park up to three (3) cars perpendicular to the road.

30. No parking is permitted on any site that is not your leased property. No parking is permitted at the pool area, unless you are using the pool at that time, or at the entrance to the community, or on the road without permission from the Lessor. Lessees, their immediate family, and their guests may not block any streets within the community.

31. Whenever the community is closed (see "Closure" section), the community will be closed to all traffic.

32. The speed limit throughout the community is five (5) miles per hour.

33. No dirt bikes, all-terrain vehicles, mopeds, other similar electric or gas-powered vehicles, or other motor vehicles which create excessive noise are permitted to be operated within the community.

34. No boats, jet skis, RVs, motor homes, or other fuel-powered recreational vehicles or their park models may be parked at the leased property. Parking

spaces for boats, jet skis, and their trailers are available for seasonal purchase on a first-come, first-served basis. Please contact management for availability and pricing.

35. For Rules and Regulations on guest parking, see the "Guest" section.

36. The parking or storage of commercial vehicles over one half ton or unregistered, inoperable, or unsightly vehicles is strictly prohibited within the community.

37. Auto repairs, oil changes, or any other activities involving the service of a motor vehicle are not permitted within the community.

Swimming Pools:

38. Use of the swimming pools is at the user's own risk.
39. Community recreational facilities, including playground equipment and swimming pools, are intended for use in accordance with these Rules and Regulations. Use of the facilities is at the user's own risk.

Children under sixteen (16) years of age must be accompanied and supervised by an adult while using any community recreational facility. Each unit will receive six (6) pool passes per season. Pool passes will expire at the end of each season, and new passes will be issued at the start of the following season. Pool passes must be in the possession of anyone using the pool facilities. Management reserves the right to request pool passes at any time to confirm residency.

40. In accordance with New Jersey law, no lifeguard is required to be on duty as long as notice is posted.

41. No child under the age of sixteen (16) is permitted at the pool without a parent or guardian. No children in diapers are permitted in the pool.

42. Swimming pool rules are posted at the pool, and compliance is mandatory.

43. Diving, jumping, running, playing loud music, and yelling or shouting in the pool area is prohibited. Water guns and hard-playing balls are prohibited.

44. No pets are permitted in the swimming pool or pool area, except for service animals.

45. Smoking cigarettes, cigars, or other tobacco products is prohibited in the pool area.

46. No glass containers or alcohol are permitted at the pool.

47. Pool hours, closures, and days of operation are at the discretion of the Lessor and are subject to change without notice.

48. Pool privileges may be revoked for the violation of any of the above Rules and Regulations pertaining to the swimming pool at the discretion of the Lessor.

Guests:

49. The Lessee is responsible for all guests and for ensuring that all guests comply with the Rules and Regulations and terms of the Lease Agreement.

50. Residents must register all guests with the Management Office prior to arrival. Contact: Lori at lori@kmkvacations.com. Residents must obtain a Guest Parking Pass, which must be clearly displayed on the vehicle dashboard. Guest passes are valid for a maximum of three (3) nights and four (4) days. If a longer stay is required, a new pass must be obtained from Management, and
additional charges may apply.

51. Guest vehicles may only be parked in the Guest Lot located at the front gate. Guest parking is for guests only and not to be used by the Lessee. Any unauthorized vehicles without a guest parking pass will be towed at the owner's expense.

52. No guest may use a park model or Leased Property without the Lessee being present.

Trash and Recycling:

53. Lessees may store trash on the Leased Property in one (1) durable, locking-lid garbage can. The garbage can must be lined with trash liners/ bags.

54. All household trash must be disposed of in the community dumpster in a liner/bag for collection. Do not place trash for collection on the Leased Property or in the driveway. DO NOT leave large items outside of the dumpsters— see bulk trash removal line.

55. All lessees must recycle. The white recycling container is for cardboard and newspaper, and the blue container is for plastic, glass, metal, and aluminum. Failure by the lessee to properly separate and recycle such items shall be considered a breach of the Lease Agreement, entitling the Lessor to pursue all remedies under the Lease Agreement, and, in addition, shall subject the lessee to a $75.00 charge per offense, which charge shall be considered Additional Rent.

56. Bulk trash removal must be arranged with the Lessor. The lessee will be responsible for the payment of any fees related to bulk trash removal.

Maintenance:

57. The Leased Property and park models must be kept in good order. No debris, trash, or unsightly items may be left on the Leased Property. No buckets, pails, or other items that may collect water may be left outside on the Leased Property. Rubbermaid or similar maintenance-free storage boxes are permitted, provided the storage box is placed within an approved trash enclosure or in the approved designated storage area on the Leased Property. Storage boxes must be placed on concrete block/ pavers, behind your park model, with a weed inhibitor installed under the concrete block/pavers. Storage under your park model is prohibited.

58. Each lessee is responsible for the maintenance of their park model, skirting, steps, rails, exterior siding, gutters, windows, roof, sheds, and any

other approved structure. Railings must be kept in good repair, free of rust, and properly painted. All park models must be skirted with management-approved skirting. Park models must be properly maintained, and the exterior finish must be kept clean and free of dirt, mold, mildew, etc. No towels, swimsuits, sheets, etc., may be placed on the front railings. All weeds must be removed from driveways and flower beds and maintained properly.

59. A Lessee who fails to properly maintain their park model or Leased Property is in violation of the Rules and Regulations. Lessor reserves the right to serve the Lessee with thirty (30) days' written notice to correct the violation. If the violation is not corrected within the thirty (30) day period, the Lessor reserves the right to evict the Lessee or to have the work performed to abate the violation and assess the cost to the Lessee as Additional Rent.

60. If your Leased Property has a lawn, it must be kept free and clear of all obstructions to all access to staff for mowing.

61. No trees may be cut without prior written approval from the Lessor.

62. No digging may take place on any Leased Property without the marking of underground utilities.

63. Any maintenance to be conducted by a third party must be scheduled through the management.

Pets:

64. Each Lessee is permitted to have no more than two (2) house-type pets, such as dogs or cats, within the community, provided that the Lessee strictly adheres to the Rules and Regulations covering such animals. Exotic pets of any kind, including rodents, snakes, large birds, dogs on a restricted list, poultry, and farm animals, are strictly prohibited within the park models, at the Leased Property, and upon the grounds of the community. Nothing in this paragraph should be interpreted to prohibit service or emotional support animals.

Restricted Dog List:
Akitas
Alaskan Malamutes
Bulldogs
Cane Corso
Chows
Doberman Pinschers
German Shepherds
Great Danes
Mastiffs
Pit bulls
Sharpeis
Rottweilers
Terriers
Tosu Uni
Wolf Hybrids

65. Service and emotional support animals are permitted.

66. Pets may not leave the Leased Property without being accompanied by the Lessee or Lessee's immediate family and without being leashed.

67. Pets may not create a public health or noise nuisance. In the event that the Lessor is notified by their Lessees, occupants, or guests that your pet is being disruptive or is a danger, you will be instructed to remove your pet from the Leased Property and may have your pet privileges revoked.

68. Pets may not be left unattended outside on the Leased Property while the Lessee or Lessee's immediate family are not present at the Leased Property.

69. Pet waste must be picked up by Lessees immediately and deposited in a trash receptacle.

70. No dog runs, dog houses, pens, crates, cages, or other pet confinements may be placed on the Leased Property.

71. All pets must be licensed and wear a collar, which contains the address of the owner. Pets without collars will be removed from the community by the authorities.

72. It will be a violation of the Rules and Regulations for any Lessee to keep a pet without having the pet in good health and physical condition meeting all health code conditions. Lessees are required to: (1) produce proof of rabies immunizations for all pets upon request by management;
(2) register the pet with management; and (3) provide management with proof of adequate liability insurance covering property damage and personal injury caused by pets.

73. The Lessor is not responsible and assumes no liability for any injuries or property damage caused by pets. You, as the pet owner, expressly agree to carry insurance as set forth above and indemnify and hold the Lessor harmless against any claims, actions, liability, or suits for losses, damages, expenses, and costs, including attorney fees, incurred by the Lessor resulting from any property damage or injuries caused by, or resulting from the actions of, your pets.

Closure:

74. Except as set forth below, the community shall be closed from Monday at 8:00 a.m. until Friday
at 12:00 p.m. between November 1st and March 1st of each year. Between November 1st and March 1st, the community shall be opened at the following times:

A. From Friday at 12:00 p.m. until Tuesday at 8:00 a.m. during the weekends that contain any of the
following holidays:
i. Veterans Day
ii. Martin Luther King Day
iii. Presidents' Day
B.
From 12:00 p.m. on the Wednesday preceding Thanksgiving until 8:00 a.m. on the Monday
following Thanksgiving.
C.
From 12:00 p.m. on the Friday preceding Christmas until 8:00 a.m. on January 2nd, unless January 2nd falls on a Friday, Saturday, or Sunday, in which event closure shall occur at 8:00 a.m. on the Monday next following January 2nd.
D.
For all other weekends, from Friday at 12:00 p.m. until Monday at 8:00 a.m. e. The above notwithstanding, the Lessees' occupancy in their park models shall not exceed one hundred eighty (180) days per year in accordance with applicable State regulations.

I HAVE READ AND AGREE TO THE ABOVE RULES AND REGULATIONS, WHICH ARE INCORPORATED INTO, AND HAVE BECOME A PART OF , MY LEASE AGREEMENT . I am fully aware that any violation of these rules and regulations is grounds for termination of the lease agreement.