

## **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

1. **Beneficiaries of Tenancy.** The Tenant and the Tenant's immediate family are entitled to all of the benefits of the community. The Tenant's immediate family may enter the community and stay overnight without the presence of the Tenant 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 Tenant and title owners. All immediate family members must be registered with the Landlord. All other individuals shall be considered guests (see "Guests" section). Tenants are responsible for ensuring that immediate family members comply with the Rules and Regulations and terms of the Lease Agreement.
2. **Mail.** Tenants, immediate family and guests are not permitted to receive mail at the community. Any mail received will be returned to the post office. Tenants 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 Tenant'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 Landlord.
9. **Trespassing.** Tenants, their immediate family and their guests shall only make use of Tenant's Leased Property and may not walk through, or trespass on, another's Leased Property.
10. **Quiet Hours.** Quiet hours are from 11:00 PM until 9:00 AM. Please respect this policy and your neighbors.
11. **Community Recreational Facilities.** Community recreational facilities, including playground equipment, are intended for use by all Tenants, their immediate family and their guests, provided the same are used in accordance with these Rules and Regulations. Use of community recreational facilities, is at the user's own risk. Children under twelve (12) years of age must be accompanied, and supervised, by an adult while using any recreational facilities in the community. The right to use community recreational facilities is limited only to those Tenants in full compliance with their

obligations under the Lease Agreement and Rules and Regulations. Management reserves the right to bar Tenants who are in default of any provision of the Lease Agreement or Rules or Regulations, or local or state law or regulation, including, but not limited to, the payment of rent and other charges.

12. **Bicycles.** All individuals under the age of eighteen (18) 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.
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.** Tenants, 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.** No video or surveillance cameras may be installed on any park model or Leased Property for any purpose, including, but not limited to, for security purposes. 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 Tenants, 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 Tenant 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.
17. **Changes to Rules and Regulations.** These Rules and Regulations may be amended, supplemented, revised or modified as deemed necessary by management. Notice of any changes or additions to these Rules and Regulations will be posted thirty (30) days prior to such changes or additions taking effect, and a copy of the revised Rules and Regulations will be provided to each Tenant by regular mail thereafter.
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 Landlord 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 Tenants 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 Tenants 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, modification or alterations may be made the Leased Property and/or exterior of a park model without prior written approval of the Landlord. 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 Landlord 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 Landlord. No work that requires a construction permit may be performed directly by the Tenants. The Landlord must obtain any required construction permits and perform the work. All fees and costs of such work are the responsibility of the Tenant, and shall be considered Additional Rent due within ten (10) days after the Landlord has supplied the Tenant with a written demand for payment accompanied by documents setting forth the cost of the improvement.
23. No Tenant may perform any work, repairs or maintenance on any community common area or any site aside from the Leased Property designated under the Tenant's Lease Agreement without prior written approval from the Landlord.

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 roof to match the park model on the Leased Property. The location of the shed on the Leased Property must be approved by the Landlord prior to placement of the shed.
25. The location of fire rings on the Leased Property must be approved by the Landlord and may not be moved subsequent to such approval without permission from the Landlord. 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;
  - b. Fences other than an approved privacy fence;
  - c. Clotheslines
  - d. Tents of any kind, including, but not limited to, pup tents, family tents and gazebos;
  - e. Electric ranges, electric hot water heaters, garbage disposals, dishwashers, washing machines and dryers;
  - f. Outdoor refrigeration;
  - g. Playgrounds, swing sets and wooden platforms; and
  - 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.
28. The gate remotes will be deprogrammed if the Site Fee is delinquent.
29. Each Leased Property may register up to four (4) vehicles for Tenants and their immediate family.  
Proof of insurance must be provided upon registration.

30. No parking is permitted on any site that is not your Leased Property. No parking is permitted at the pool area, the entrance to the community or on the road without permission from the Landlord. Tenants, 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. Permission to park such vehicles/trailers elsewhere in the community must be obtained from the Landlord.
35. For Rules and Regulations on guest parking, see "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 Pool

38. Use of the swimming pool is at the user's own risk.
39. All Tenants, their immediate family and their guests will be required to have in their possession pool passes in order to utilize the swimming pool. Each Leased Property will receive two (2) Tenant pool passes and two (2) guest pool passes. Two (2) additional temporary guest passes may be obtained without cost from the Landlord on any given day.
40. Guests are required to sign in at the pool and must be accompanied by a Tenant or Tenant's immediate family when utilizing the swimming pool.
41. In accordance with New Jersey law, no lifeguard is required to be on duty as long as notice is posted.

42. 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.
43. Swimming pool rules are posted at the pool and compliance is mandatory.
44. Diving, jumping, running, playing loud music and yelling or shouting in the pool area is prohibited.
45. No pets are permitted in the swimming pool or pool area, except for service animals.
46. Smoking cigarettes, cigars or other tobacco products is prohibited in the pool area.
47. No glass containers or alcohol are permitted at the pool.
48. Pool hours and days of operation are at the discretion of the Landlord and are subject to change without notice.
49. 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 Landlord.

#### Guests

50. The Tenant is responsible for all guests and for ensuring that all guests comply with the Rules and Regulations and terms of the Lease Agreement.
51. Guests must register at the community office upon arrival and must advise who they are visiting, the length of their visit and whether they will be parking a vehicle. Guests who will not be staying in the community overnight must leave by the beginning of quiet hours at 11:00 PM.
52. Guest vehicles may only be parked in the locations designated by the Landlord and the Landlord reserves the right to charge guests a fee for parking their vehicles in the community overnight.
53. No guest may use a park model or Leased Property without the Tenant being present.

#### Trash and Recycling

54. Tenants 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.

55. All trash must be disposed in the community dumpster in a liner/bag for collection. Do not place trash for collection on the Leased Property or in the driveway.
56. All Tenants must recycle. The white recycling container is for cardboard and newspaper and the blue container is for plastic, glass, metal and aluminum. Failure by Tenant to properly separate and recycle such items shall be considered a breach of the Lease Agreement, entitling Landlord to pursue all remedies under the Lease Agreement, and, in addition, shall subject Tenant to a \$50.00 charge per offense, which charge shall be considered Additional Rent.
57. Bulk trash removal must be arranged with the Landlord. Tenant will be responsible for the payment of any fees related to bulk trash removal.

#### Maintenance

58. 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.
59. Each Tenant 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.
60. A Tenant who fails to properly maintain their park model or Leased Property is in violation of the Rules and Regulations. Landlord reserves the right to serve the Tenant with thirty (30) days' written notice to correct the violation. If the violation is not corrected within the thirty (30) day period, the



Landlord reserves the right to evict the Tenant or to have the work performed to abate the violation and assess the cost to the Tenant as Additional Rent.

61. If your Leased Property has a lawn, it must be kept free and clear of all obstruction to all access to staff for mowing.
62. No trees may be cut without prior written approval from the Landlord.
63. No digging may take place on any Leased Property without the marking of underground utilities.
64. Any maintenance to be conducted by a third party must be scheduled through the Landlord.

### Pets

65. Each Tenant is permitted to have no more than two (2) house type pets, such as dogs or cats, within the community, provided that the Tenant strictly adheres to the Rules and Regulations covering such animals. Exotic pets of any kind, including rodents, snakes, large birds and some breeds of large dogs, such as pit bulls, are strictly prohibited within the park models, at the Leased Property and upon the grounds of the community. No poultry or farm animals are permitted upon the grounds of the community.
66. Pets may not leave the Leased Property without being accompanied by the Tenant or Tenant's immediate family and without being leashed.
67. Pets may not create a public health or noise nuisance. In the event that the Landlord is notified by other tenants, 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 Tenant or Tenant's immediate family are not present at the Leased Property.
69. Pet waste must be picked up by Tenants 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 Tenant to keep a pet without having the pet in good health and physical condition meeting all health code conditions. Tenants 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. Landlord 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 Landlord harmless against any claims, actions, liability or suits for losses, damages, expenses and costs, including attorney fees, incurred by the Landlord 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 AM until Friday at 12:00 PM between November 1<sup>st</sup> and March 1<sup>st</sup> of each year.
75. Between November 1<sup>st</sup> and March 1<sup>st</sup> the community shall be opened at the following times:
- a. From Friday at 12:00 PM until Tuesday at 8:00 AM 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 PM on the Wednesday preceding Thanksgiving until 8:00 AM on the Monday following Thanksgiving.

- c. From 12:00 PM on the Friday preceding Christmas until 8:00 AM on January 2<sup>nd</sup>, unless January 2<sup>nd</sup> falls on a Friday, Saturday or Sunday, in which event closure shall occur at 8:00 AM on the Monday next following January 2<sup>nd</sup>.
- d. For all other weekends, from Friday at 12:00 PM until Monday at 8:00 AM.
- e. The above notwithstanding, the Tenants' 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

{ FILENAME \p \\* MERGEFORMAT }