

## **ARTICLE XIII**

### **CONDOMINIUM RULES AND REGULATIONS**

#### **A. RESTRICTIONS**

1. The Holly Lake season is March 1<sup>st</sup> through November 30<sup>th</sup>. The off-season is December 1<sup>st</sup> through the end of February. Depending on weather conditions, the opening date may be delayed. During the off-season, the water to all Units will be turned off. Bathhouse 1 will stay open. Bathhouse 2 will be winterized and closed during the off-season. During the, season, as situation requires, the bathhouse, laundry rooms and recreation facilities maybe closed overnight for security reasons.
2. All common ground facilities can be used by Unit Owners, for special occasions, with prior written permission by Condominium Association Manager.
3. All uses and activities not expressly permitted under these Rules and Regulations are prohibited.
4. Complaints regarding Condominium employees or the actions of other Unit Owners, members of their families, guests or licenses shall be made in writing, signed and sent to the Condominium Manager. All complaints are strictly confidential and forms may be picked up throughout the park. If the matter is not resolved within two weeks, you may make a written appeal to the Board of Trustees.
5. The only Unit that may be installed on a site at Holly Lake must be less than 400 Square feet of living area (N.J.S.A. 26:14-7, 8:22-1.2). An add-on aluminum structure (screened/window enclosure) must be erected but, it may not be more than 10 feet wide and the enclosed area may not exceed the length of the Unit (35 feet in overall length). The maximum width of the Unit and the add-on structure may not exceed 22 feet. Every Unit shall have, as a minimum; the following setbacks, as prescribed by our Master Deed. One utility building per Unit manufactured and pre- fabricated of wood, aluminum or PVC. Utility unit will be limited in size to 6 feet by 8 feet by 8 feet.

6. All Unit Owners shall abide by all local, county and state regulations including those governing campgrounds.
7. No individual exception or waiver of these Rules and Regulations will act as a precedent. These Rules may be amended and supplemented in the manner provided in the Master Deed and By-Laws.
8. Each Unit Owner shall keep his Unit in a good state of repair and cleanliness. If the Holly Lake Condominium Association and/or Management has to intercede to maintain said Unit; the Unit Owner shall be charged for such service and these charges may be collected as a Lien on the property.
9. Units are only to be used for residential purposes. Operating a business is not permitted.
10. Solicitors must have permission of Condominium Management. If any Unit Owner is contacted by a solicitor, on the property, the Manager must be notified immediately.
11. No explosives or fireworks are permitted in Holly Lake at any time. See “Explosives Act”; State of N.J. Prevention Code Title 21.

## **B. INTRODUCTION**

1. All proprietary campgrounds and all Owners of Units within proprietary campgrounds shall comply with Chapter 10A (Propriety Campground Facility Health and Safety Standards) and with ordinances of any agency of political subdivision having jurisdiction.

Holly Lake Resort Condominium Association (“Association”) acting through its Board of Trustees, has adopted by resolution the following Rules and Regulations (“Regulations”). These Regulations may be amended from time to time in the manner provided in the Master Deed and By-Laws by resolution of the Board of Trustees.

2. Wherever in these Regulations reference made to “Unit Owners” such term shall apply to the owner of any Unit, to his or her family, tenants whether or not in residence, servants, employees, contractors, agents, visitors and to any guest or licensees of such Unit owner, his or her family or tenants of such Unit owner. Wherever in these Regulations reference is made to the Association, such references

include the Association and the managing agent when the managing agent is acting on behalf of the Association.

3. PERSONAL PROTECTION – (Owners, visitors and employees).

**A. Certain Behaviors will not be tolerated at Holly Lake Condominium Association.**

1. Physical Abuse\*
2. Threats of any kind\*
3. Lewd and/or Immoral Acts\*
4. Intimidation
5. Profane Language
6. Shouting/Harassment

If you are subjected to any of the above crimes call 911 State Police immediately. Then contact the Condominium Management and/or the Board of Trustees, follow up with a written complaint refer to Item #4 of A.

\*These items are punishable under N.J. State Law by incarceration and/or fines.

**B. Physical Assault of any kind directed towards Employees, Condominium Owners and/or their visitors will not be tolerated. Any such behavior will hereafter be punishable by the following fines.**

**1<sup>st</sup> Offense** \$ 250.00 Fine.

**2<sup>nd</sup> Offense** \$ 500.00 Fine, Assailant(s) and family members will be barred from attending any social function for one year from the date of the violation.

**3<sup>rd</sup> Offense** Fines, will be determined at a hearing before the Board Of Trustees.

**All Offenses will be carried over from year to year.**

Furthermore, the Condo Association intends to pursue any and all legal avenues to ensure that said assailant(s) violator(s) are punished to the full extent of the N.J. State and the Township of Dennis Laws. The Condo Association will also pursue the cost for all legal and court fees as required.

4. The Unit owner shall comply with all Regulations hereinafter set forth governing the buildings, grounds, streets, decks, parking areas and any other appurtenance.
5. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations, by resolution of the Board of Trustees.
6. Some regulations are taken in whole or in part from applicable provisions in the Master Deed, or the N.J. Condominium Act. In the event of any conflict or ambiguity, the applicable provisions in the declaration or act shall govern.
7. The Board of Trustees is empowered by the New Jersey Condominium Act, the Master Deed, the By-laws and these Regulations to take such legal and/or Administrative action as may be reasonably necessary to ensure that all Unit Owners as defined above, adhere to the provisions of these Regulations.

Because violations may be unintentional, the result of a misunderstanding is easily remedied by informal means, an internal administrative enforcement has been established in Section C of these Regulations. The Regulations will be enforced without discrimination, for the benefit of all members of our community.

8. No sign or banner shall be displayed on the property. For sale signs no larger than 12" x 18" shall be provided by the Condo Association at a cost of \$10.00, which is refundable when sign is returned. No radio or television aerials (s) or satellite dish is to be installed or erected without prior approval by Condominium Association Manager.
9. No refuse, ashes, trash, or wet garbage shall be dumped or stored or allowed to accumulate on property of any Unit. All refuse, shall be deposited with care, in the trash receptacles provided at the recycling center and at the seasonal bulk container. Recycling is mandated by New Jersey State Law and the Township of Dennis. Burning of trash leaves or refuse on the property of any Unit or Common Element is strictly prohibited.
10. Pet Rules:

No non-domestic animal life may be raised, bred or kept in any Unit or in the Common Elements. A maximum of two (2) dogs or cats or (1) dog and one (1) cat may be kept in any Unit. Small animals other than dogs or cats including

hamsters,  
household pets  
purposes.

birds, reptiles, amphibians and fish may be kept by a Unit Owner as provided that such permitted species are not kept for any commercial

- a. Animals shall be on a leash at all times.
- b. All dogs and cats must be licensed as prescribed by law.
- c. Any pet causing or creating a nuisance, hazard or unreasonable disturbance or noise may be permanently removed from the Condominium upon three (3) days certified written notice from the Board of Trustees.
- d. Feces shall be removed immediately and disposed of as required by the New Jersey State Sanitary Code, Chapter 13 Campground, 8:22-1.46 C. The Board requires that feces be placed in approved trash receptacles or dumpsters.
- e. Pets are not permitted to be walked around pond, clubhouse, pool and playground area.
- f. Unit Owners throughout the park will not feed any non-domestic or wild animals at any time.
- g. All domestic animals are to be taken home, by Unit Owners, during the winter months of December 1<sup>st</sup> thru March 1<sup>st</sup>.
- h. Pets are not permitted to roam around the park unattended.
- i. No domestic animal (excluding fish) will be left alone in the park for more than twenty-four (24) hours.
- j. Any abuse to animals of any kind, will not be tolerated at Holly Lake. All abuses will be forwarded to Animal Control of N.J. (S.P.C.A.) for investigation.
- k. Violators of these requirements will be issued a certified written warning, subject to fines and reported to the local authorities.

## 11. VEHICLES

A vehicle means every device in which a person or property is or may be transported upon a highway, excepting devices moved by human power or used exclusively upon stationary trails or tracks for motorized bicycles “(N.J.S.A. 39: 1-1-New Jersey Motor Vehicles and Traffic Regulations)”. Permitted vehicles shall be parked on the Unit property in an assigned area.

Vehicles shall be parked in the Unit Owner’s assigned areas, not to exceed three motor vehicles per Unit. Additional parking is provided at approved overflow parking areas. Commercial vehicles having over one-ton capacity, gasoline powered personal watercraft, gasoline powered boats and trailers are not permitted to be parked within a unit owner’s property.

No vehicles belonging to a Unit Owner or to a member of the family or guest, tenant or employee of a Unit Owner, shall be parked in such a manner as to impede or prevent access to another Unit Owner's vehicles. The Unit Owners, their families, their employees, agents, visitors, and licensees must obey all posted speed limits, traffic signs and all other traffic regulations of the park. No parking shall be permitted on roads and walkways. No carports of any type are permitted.

No motorized mini-bikes, boats with gas motors, ATV’s, mopeds, motorized motor scooters or similar vehicles may be operated within the condominium grounds or maintained on the Unit, except by the employees and/or contractors of the Association for maintenance or security purposes. Disabled Unit Owners may apply for a waiver from the Board of Trustees.

## 12. VEHICLE REGISTRATION

- a. No Vehicles will be permitted in the Park unless they possess a current and valid State registration and State inspection if required.
- b. No vehicles (excluding golf carts) will be permitted to be parked on Unit sites from December 1st to March 1st.
- c. Motorcycles, motor scooters, and ATV’s may not be operated within the Condominium except for ingress or egress from the campsite entrance to the Unit Owner’s site.
- d. Only motorized electric golf carts will be permitted, no more than one (1) per Unit. Unit numbers at least 3” in size, must be displayed on both sides of the golf cart. Carts must be maintained in good working order. Certification of

Liability Insurance (at least \$500,000.00) for each owner who has a golf cart must be on file with the Association Office.

Speed limit of **5 M.P.H.** and all Safety Rules and Regulations must be obeyed. **Operators of golf cart must be “16 years of age or older”.**

Golf carts will be equipped with horn, reflectors and lights. Lights must be used when golf carts are operated after dark.

Passengers are required to be seated in a manufactured seat designed for the specific use of people. Owner constructed seats are acceptable if approved by the ARC Committee (Architectural Review Committee). Golf bag areas are not to be used as seats for additional passengers. Golf Cart Owners are responsible for operator and passenger's behavior in the cart at all times.

There will be an annual inspection of all golf carts. Upon completion of inspection, a Holly Lake sticker will be affixed to the cart. See Office for inspection and sticker.

13. Except as required to prevent an accident, no Unit Owner shall cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants. Excessive noise resulting from a vehicles exhaust system or stereo/radio system is strictly prohibited.
14. Bonfires and campfires will be permitted only at a designated common area. All bonfires and campfires must be under adult supervision at all times and completely extinguished before leaving. These bonfires and campfires will be subject to all regulations using Belleplaine State Forest Ranger Station as a guide. The owner, wishing to have the campfire or bonfire, must purchase a N.J. State Bonfire or Campfire Permit. This can be obtained from the N.J. State Forest Fire Service Warden for the Dennisville area. Bonfires or campfires may not be operated on common element without per-mission of the Board of Trustees and/or Condominium Manager.
15. No drilling, refining, quarrying, mining operations or excavation of any kind shall be permitted upon or in any Unit, or on the Common Elements.
16. Dead trees on Unit premises will be removed by owner or will be removed by management at owner's cost. Trees may be removed from Unit premises with prior approval by Condominium Association Manager. No trees shall be painted nor shall any Unit have any fence except for corner properties.

17. The excessive use of intoxicating beverages is strictly prohibited on the Common Elements. The use of any kind of illegal controlled substance is prohibited in Holly Lake. Persons appearing to be intoxicated shall not be permitted to enter upon or remain within the Common Elements. Hunting, shooting or discharging of firearms, arrows or other projectiles is prohibited.
18. No Unit Owner shall use or permit to be stored on the Property of any Unit or Common Element any flammable oil or fluid, such as gasoline, kerosene, naphtha, benzene, explosives or fireworks or articles deemed extra hazardous to life, limb or property. Propane is limited to 240 pounds per Unit. Empty propane tanks for grills are prohibited in household or bulk trash. They must be disposed of properly by Unit Owner.
19. No Unit Owner, shall plant, place, prune or remove trees, shrubs or other plants in or on any portion of the Common Elements. The responsibility for grounds keeping shall be borne by the Board of Trustees and/or Condominium Manager that may act through agents employed for such purposes. Nothing contained herein shall be deemed to prevent a Unit Owner from planting grass, plants or shrubbery on the limited Common Elements appurtenant to his Unit in accordance with the Master Deed. No trees may be planted on the Common Element without written permission of the Board of Trustees and/or Condominium Manager.
20. Any damage to any portion of the Condominium Property (Private or Common Element) caused by minor children of Unit Owners or their guests shall be repaired at the expense of that Unit Owner. Parents shall be held responsible and financially liable for the actions of their minor children. Unit Owners shall also be held financially liable for any damages caused by the actions of their guests.
21. Complaints regarding condominium employees or the actions of other Unit Owners, members of their families, guests or licensees shall be made in writing, signed and sent to the Condominium Association Manager. If the matter is not resolved within two (2) weeks, then you may make a written appeal to the Board of Trustees.
22. ELECTRICAL SERVICE
  - a. 110/220-volt electric service will be supplied to each Unit by the local electric utility. The meter is the property of area electric company and the meter base is the responsibility of the Condominium Association.
  - b. No Unit shall be permitted to connect or attach the following appliances:



1. Washers or Dryers
  2. Garbage Disposal
  3. Dishwashers
- c. Through the wall/window air conditioning will be permitted if properly installed with prior approval by Condominium Manager.
23. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to remain unattended in any part of the Common elements except in approved facilities. Bicycles must be operated and equipped with NJ State mandated equipment.
24. No Unit Owner or his guest shall make excessive noises to include the loud playing of radios/TV's. No Unit Owner shall make, or emit excessive light or glare, or do any act that will unreasonably disturb or annoy the occupants of any of the other Units or permit anything to be done which will unreasonably interfere with the rights, comforts or convenience of the other Unit Owners. Observe our quiet hours 11:00 PM to 8:00 AM. There is an 11:00 PM to sunup curfew for children under 18 years of age except when accompanied by an adult. An adult at the pool and lake must accompany pre-school children. Rowdy behavior will not be tolerated and vandals will be prosecuted.
25. Unit Owners wanting to hold parties and gatherings on Common Elements must make reservations with the Condominium Manager.
26. ARCHITECTURAL REVIEWS
- a. An Architectural Review Form must be completed, submitted to and approved by the ARC and Condominium Manager, but not limited to the following:
1. New Park Model and its placement on the lot.
  2. Landings, stairs, and/or decks.
  3. The removal of trees or shrubbery, see item #16 of B.
  4. The construction or placement of sheds (Max. size is 6' x 8' x 8').
  5. The installation and placement of new or existing air conditioning units.
  6. Any additions, renovations or add-ons of a Unit or parking areas.
  7. Any plans for new landscaping.
  8. Any and all changes to the site, Condo Unit, add-ons or connected structures not specifically mentioned above.

9. Excessive decorating lighting is not encouraged on or about your Unit. Please be respectful of your neighbor's solitude. Lights are not to be an annoyance to your neighbors.

- b. The Architectural Review Form can be obtained from the Condominium Association Staff. Approval must be obtained before entering into any contractual obligation or the start of actual work. Approval will not necessarily be withheld for the above items meeting appropriate local and state regulations and applicable Master Deed and Association By-Law revisions.
- c. The Unit Owner must apply for all applicable NJ State and local permits through the Condominium Manager and attach copies to the Architectural Review Form. The Architectural Review Form must be approved by the Condominium Association Manager prior to the commencement of any work and must be posted.
- d. Any contractor employed by a Unit Owner must have Liability Insurance in an amount not less than \$500,000.00 per occurrence. Proof of Insurance must be presented to the Condominium Manager **prior** to the start of construction and will be kept on file at the Condominium Office.
- e. Trailer Replacement

Any replacement trailer must be a new park model that is consistent with the existing Holly Lake Units.

A list of approved park models will be established by the ARC Committee and Board of Trustees. The list will be updated on a yearly basis. The park models will consist of a variety of floor plans similar to existing Holly Lake Units. The owner should provide a layout drawing to the Condominium Association Manager and the ARC Committee for review and approval.

Decks will be consistent with current Holly Lake Units size and location.

Florida Rooms (screened/window enclosures) will be consistent with Holly Lake Units refer to Item #5 of A.

All current N.J. Rules on size of models must comply with N.J.S.A. 26:14-7, 8:22-12 (400 sq. ft. max.), refer to Item #5 of A.

Lot Owner is responsible for any changes needed for utility connections, water, sewer, gas, electric, cable and telephone hook ups.

Any damage that may occur during removal or replacement of Units will be the responsibility of the Unit Owner.

Existing location of replacement unit must be used, unless pre-approved by the Condominium Association Manager and ARC Committee. Input from the adjacent Unit Owners about changes from original setup should be investigated and considered.

A time frame should be implemented for the timely removal of old Unit and installation of replacement Unit, not during the months of June, July or August. The time frame must be supplied, for approval, to the Condominium Association Manager and ARC Committee.

While construction is being completed, no one will be permitted to reside on the site. No tents, motor homes, travel trailers, pop-ups, trucks or cars. Approval of the finished work by The Condominium Association Manager and ARC Committee are needed prior to occupation of the Unit. Utilities must be permanently connected at this time and necessary for approval.

f. PENALTY

Any violation of this regulation jeopardizes the Campground License. The penalty for said violation and the correcting or abating of said violation are set forth in Article VIII, of the By-Laws, of the Holly Lake Condo Association.

27. Swimming Pool and Lake Rules and Regulations

- a. The lifeguards, Condominium Manager or Managing Agent are the ultimate authority for the application of any and all of the swimming areas Rules and Regulations. If there are any concerns or Complaints, refer to item #22 of B.
- b. No diving.
- c. No one may enter the pool when it is closed, times are posted.
- d. No one may enter the lake swimming area after dark.
- e. Unnecessary roughness, ball playing, running, pushing, loud radio playing and any disturbances are prohibited in the pool or lake swimming area.

- f. Profanity, vulgarity and other improper behavior are prohibited.
- g. No pets are allowed at the pool or lake swimming area.
- h. No glass containers are allowed at the pavilion or swimming areas at any time. Unit Owners are reminded to place all trash in proper receptacles provided.
- i. No trash of any kind shall be thrown into the pool or lake. No eating or drinking while in the pool or lake at any time.
- j. Persons using the pool and lake are responsible for the removal of items brought to the area.
- k. No table/chair reserving is permitted. Personal items will be removed when unattended.
- l. Towels will be removed by the managing agent from table/chairs prior to the opening of the pool at 10.00 a.m.
- m. No persons with fevers, colds, a cough, inflamed eyes, skin disease, or bandages shall be allowed in the pool or lake swimming area.
- n. Bobby pins, hair pins, etc. must be removed before entering the pool.
- o. Infants/children must only wear swimmer disposable diapers in the pool or lake swimming areas.
- p. As per Cape May County Health Department, children under the age of sixteen (16) years old will not be permitted in the pool or lake unless accompanied by an adult.
- q. Inflatable items, including but not limited to rafts, floats, tubes and beach balls may be used in the pool and at the lake swimming areas at the discretion of the lifeguard, Condominium Manager or Managing Agent.
- r. Social conversation with the lifeguards is prohibited while on duty.
- s. Fishing is not permitted at the lake swimming area.

## 28. BOATS & BOAT TRAILER STORAGE

- a. Unit Owner's seasonal boats and boat trailers must be stored in the boat storage area. They must be registered with the Condominium Association Office annually and a contract executed accordingly. Failure to do so will forfeit your storage area. Only one boat, registered in the Unit Owner's name, may be stored seasonally. Space is on a first come first serve bases and limited.
- b. A guest of a Unit Owner is permitted to park and/or store a boat in the boat storage area on an as available basis. See Association Manager for placement, and for a fee established by the Board of Trustees. Storage is limited to a two-week (2) period per season. Boats and trailers must be registered with the Association.
- c. All boats stored at lakeside:
  1. Only one (1) boat per Unit.
  2. Must have Unit number visibly displayed.
  3. Must be attached to anchors installed by Holly Lake if available.
  4. Must be positioned to comply with the Mosquito Commission Recommendation so that no water is accumulated in boat (no standing water) if possible, empty boat if not.
- d. All boats stored at lake-side must be removed and placed on owner's property during the off season, December 1 thru March 1. If not removed by Owner, the boats will be removed by Association Staff at Owner's cost.

## 29. WATER CONSERVATION

- a. Unless approved in advance by the Board of Trustees all toilets must be a low 1.6-gallon maximum capacity type.
- b. The Board recommends that water saving showerheads be installed in each Unit.
- c. Hot water heaters shall be limited to systems with a maximum capacity of twenty (20) gallons.
- d. Toilet intake only body waste and toilet paper. Reason, anything else may damage the septic system. No feminine hygiene products such as sanitary napkins, tampons or diapers.

## 31. TRASH

As per Dennis Township Code, in conjunction with the Cape May County Municipal Utilities Authority, the following regulations are strictly adhered to by Holly Lake Condo Association and maintained as a condition of our Campground License.

a. Receptacles supplied by Holly Lake Condo Association through a contract with a New Jersey licensed hauler are provided for only Unit Owners use. These receptacles are to be kept clean and in a condition for safe handling for our staff as well as our contracted hauler. No trash is to be left outside of these receptacles for any reason. Place the trash in the appropriate marked receptacles. Our annual Campground License and Health Inspection Certificate relies strictly on adhering to these regulations.

See Township of Dennis County of Cape May Ordinance No. 83-101, Dennis Township Codes 112-7 thru 112-15 and Sanitary Code Chapter XI Campgrounds of New Jersey.

b. Be advised that any Unit Owner who violates these said Rules will be fined as per Dennis Code 112-15 and HLCA's Master Deed. Outside contractors chosen to work on an Owner's property are not allowed to store any building material in the Park or dispose of building material unless previously approved by the Condominium Association Manager. Any misuse or illegal dumping witnessed must be reported to the Condominium Association Manager.

c. Any trash temporarily stored on an owner's property must be in a sealed container and dumped upon leaving after your weekly, weekend or monthly stay.

d. Burning of trash or refuse on Common Elements is strictly prohibited.

e. Items not acceptable in Holly Lake's receptacles are listed. These items must be taken to a proper utility's authority facility for disposal. A fine will be issued for failure to comply.

- Tires
- Freon Appliances {air conditioner, refrigerators, etc.}
- Cooking Ranges of any type
- Propane Tanks
- Batteries
- Waste Oil or Antifreeze
- Paint and Aerosol Products

## **C. PENALTIES FOR NON-COMPLIANCE AND DEFAULT**

The Board of Trustees for Holly Lake Resort Condominium Association has adopted the following Penalties for Non-Compliance and Default.

## 1. GENERAL

Sanctions as hereinafter set forth shall be imposed upon the Unit Owners for failure of Unit Owner, guest, invitees, employees, etc., to comply with any of the terms of the Condominium Rules and Regulations, Amendments to the Rules and Regulations, By-Laws and the Master Deed.

## 2. NOTICE

Upon presentation to the Board of Trustees of a failure of a Unit Owner to comply with any of the terms of the Condominium documents, the Board will:

- a. FIRST NOTIFY the Unit Owner verbally through the Condominium Manager.
- b. Notify the Unit Owner by regular mail and Certified Mail, Return Receipt Requested, regarding the nature of the deficiency and required action to rectify the situation, at the Unit Owner's address of record. This notice will be deemed to be received 3 days after it is postmarked.
- c. Included in the notice shall be the date and time of the next Board of Trustees meeting at which time the Owner shall present reasons why penalties should not be imposed.

## 3. HEARING

The non-complying Unit Owner shall present reasons why penalties should not be imposed, for non-compliance of a term(s) of the Condominium Rules and Regulations, Amendments to the Rules and Regulations, By-Laws and the Master Deed, to the Board of Trustees. Following the presentation or the lack of appearance by the non-compliant Unit Owner, the Board of Trustees will make a decision regarding the documented non-compliance including penalties and forward a written decision to the non-complying Unit Owner, by certified mail to the Unit Owner's address of record, not later than ten (10) days after the Board Meeting where the non-compliance was presented.

## 4. NON-COMPLIANCE VIOLATION

The failure to comply with any terms and condition of the Master Deed, By-Laws, Condominium Rules and Regulations and any Amendments thereto within any 24-hour period shall be considered a violation. At the discretion of the Board of Trustees of the Association, each day that a violation continues after receipt of written notice (Item #7 of B) by the Unit Owners may be considered a separate violation.

## 5. PENALTIES

Penalties will be assessed as follows:

If non-compliance continues after Condominium Manager's verbal notification has been given, penalties will be assessed as follows:

- a. First non-compliance violation - a fine not in excess of \$25.00.
- b. Second non-compliance violation - a fine not in excess of \$100.00.
- c. Third and subsequent non-compliance violation - a fine not in excess of \$250.00.
- d. Failure to pay any fine will result in a loss of complete facility privileges. i.e., pool, bathhouse.

As stated above, each day that a violation continues after receipt of notice by the Unit Owner aforementioned may be considered by the Board as a separate violation. Any fines so levied shall be considered as a common expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner, as the Board is entitled to enforce collection of common expenses, including but not limited to the action as set forth above, as well as the termination of voting rights of the Unit Owner. Each fine shall be a continuing lien upon the Unit against which it was made and shall also be the joint, and several personal obligation of the owner of such unit at the time when the fine fell due, and of each subsequent owner of such Unit together with such interest thereon as may be permitted by law and cost of collection (including reasonable attorney fees).

Liens for fines may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover money judgment for unpaid fines may be maintained without waiving the lien securing the same.

## 6. APPLICATION OF PENALTIES



All monies received shall be deposited to a general fund allocated as directed by the Board of Trustees.

## 7. EXCLUSIONARY

These Rules and Regulations and the penalties associated with non-compliance and default are effective as of the date of the Resolution adopting said Rules and Regulations by the Board of Trustees of Holly Lake Condominium and are to be enforced in a prospective manner and not retrospectively. Any Unit Owner not in compliance on the effective date of these Rules and Regulations will be grand-fathered unless said non-compliance is in violation of Federal, State or local laws or ordinances, or the currently existing Master Deed and By-Laws of Holly Lake Condominium.

Any non-conforming use, structure or activity that has been changed to conform to the new Rules and Regulations promulgated herein shall not be changed back again into a non-conforming use, activity or structure. Any Unit Owner who violates these Rules and Regulations promulgated pursuant to a Resolution of the Board dated May 19, 2007, shall be subject to fines, penalties and loss of use as set forth in these Rules and Regulations.

### **D. RENTAL POLICY (See Attachment "A")**

1. A Unit Owner in good standing may rent their Unit in compliance with the Master Deed during the season (March 1 thru November 30) as specified in the Master Deed, page 8, Section I.
2. The Association Office must be notified in advance of the pending rental, and the specific dates by completing a copy of the Rental Information Sheet. The Rental Information Sheet may be obtained from the Condominium Association Office. All information on the Rental Information Sheet must be completed. A copy of the Rental Information Sheet is listed as attachment "A" to these Rules and Regulations.
3. The number of renters in any Unit should not exceed 8.
4. A description of all vehicles will be required and be submitted in advance.
5. The Unit Owners will be responsible in providing their renters a copy of Article XIII, of Holly Lake Condominium Rules and Regulations.

6. The Unit Owner's signature on the Rental Information Sheet acknowledges that they are responsible for the conduct and acts of their renters. The Unit Owners are also responsible for all refundable deposits, if any.
7. Any damage incurred to the common grounds or to other Unit Owner's property by renters will be the responsibility of the Unit Owner renting their respective unit. Any corrective action required will be done to the satisfaction of the Unit Owner, the Board of Trustees and/or Condominium Association Manager.
8. Renters must be a minimum age of 21 years.
9. Alcoholic beverages are forbidden to be used or consumed by Renters or their guests who are under the age of 21.
10. Persons other than Unit Owner's immediate family of record will be bound by the Rules and Regulations of the Rental Policy.
11. An immediate family of record will be kept on file at the Condominium Association Manager's Office.

#### **E. LAKE SWIMMING AREA**

PARENTS/GUARDIAN SHALL MAINTAIN SUPERVISION OF CHILDREN  
AT ALL TIMES

NO FEEDING GEESE OR DUCKS

NO PARKING CARS AT LAKE AND SWIMMING AREA

NO THROWING STONES IN LAKE SWIMMING AREA

NO THROWING SAND IN LAKE SWIMMING AREA

NO TRAILERS ARE ALLOWED BY LAKE AREA EXCEPT FOR  
LOADING AND UNLOADING OF BOATS

NO OPERATING GAS-POWERED BOATS, AT ANY TIME, IN LAKE

ADULTS MUST HAVE A FISHING LICENSE TO FISH IN LAKE

NO GLASS CONTAINERS AT SWIMMING LAKE AREA

NO HOLDING OR STANDING ON AERATOR { FOUNTAIN } IN SWIMMING LAKE AREA

NO DOGS IN SWIMMING LAKE AREA

NO FISHING IN SWIMMING LAKE AREA

NO THROWING OF FISH, TURTLES OR SNAKES IN SWIMMING LAKE AREA

NO FIREWORKS

NO CAMPFIRE/BONFIRES UNLESS APPROVED BY ASSOCIATION AND CAMPFIRE PERMIT FROM THE STATE

**ATTACHMENT A**

**HOLLY LAKE CONDOMINIUM ASSOCIATION RENTAL FORM**

Unit \_\_\_\_\_ Owner's Name \_\_\_\_\_

Phone Number \_\_\_\_\_  
Permanent Home

Phone Number \_\_\_\_\_  
HLCA Unit

Date(s) of rental \_\_\_\_\_ TO \_\_\_\_\_  
Beginning Ending

Name of Individual(s) Renting \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone Number \_\_\_\_\_

Other Names: \_\_\_\_\_  
\_\_\_\_\_

Description of Automobile(s)

Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

License Plate No \_\_\_\_\_ State Issued \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

License Plate No \_\_\_\_\_ State Issued \_\_\_\_\_

**I acknowledge that I provided a copy of the Rules and Regulations, Article XIII to the intended renters for their review. I will be financially and otherwise responsible**

**for any damage caused to Common Elements or to other Unit Owner's property caused by individuals renting my Unit.**

_____ Signature of Unit Owner	_____ Unit Number	_____ Date
_____ Signature of Unit Owner		
_____ Signature Holly Lake Staff		

**ATTACHMENT B**

**REFRIGERATOR LIST**

**HOUSE RULES OF HOLLY LAKE - PLEASE READ AND FOLLOW**

1. Speed limit is 5 miles per hour. Speed limits must be strictly adhered.
2. Decks and deck railings are not to be used as clotheslines.
3. Police your pets; refer to Item #10 of B of the Rules and Regulations.
4. No on-street parking {cars, trucks or boats, etc}.
5. Excessive use of alcoholic beverages on Common grounds is strictly prohibited.
6. Observe our quiet hours 11:00 p.m. to 8:00 a.m.
7. 11:00 p.m. to sunup curfew for children under 18 years of age.
8. Maintain a clean Unit. (Observe Recycling Laws).
9. Obey all Pool and Lake Rules.
10. Boats and trailers refer to Item #29 of B of the Rules and Regulations.
11. Campfires are not to be made at Unit site.

12. Golf Cart operations; refer to Item #12 of B of the Rules and Regulations.
13. Operators of golf carts must be 16 years of age or older.
14. Golf cart owners are responsible for golf cart at all times.
15. Parents/Guardians shall maintain supervision of children at all times.
16. **ENJOY YOUR STAY AT HOLLY LAKE!**