

Highpoint Country Club

Community Corporation of Highpoint, Inc.

Rules and Regulations

Revised and Adopted August 2, 2025

INDEX:

Introduction.....	Page 2
Article I – General.....	Page 3
Article II – Recreational Facilities.....	Page 8
Article III – Tennis and Basketball Courts.....	Page 10
Article IV – Pool and Beach Areas.....	Page 11
Article V – Vehicles, Identification, Permits, Parking and Traffic...	Page 14
Article VI – Renting and Resale.....	Page 16
Article VII – Health and Sanitation.....	Page 20
Article VIII – Animals.....	Page 22
Article IX – Construction and Renovations.....	Page 23
Article X – Exterior Property and Visible Interior Areas.....	Page 25
Article XI – Exterior Building Maintenance.....	Page 27
Article XII – Insurance.....	Page 29

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Introduction

These Rules and Regulations are adopted by the Community Corporation of High Point, Inc. (“CCHP”) Board of Trustee pursuant to the authority contained in Article 6, Section 2 of the CCHP Bylaws. The following Rules and Regulations are adopted and enacted for the health, safety, convenience and greater good of all the owners, tenants, occupants, guests, visitors and invitees of The Highpoint Country Club Community, and are binding upon all owners, tenants, occupants, guests, visitors and invitees of the Community.

These Rules and Regulations are enforced internally via the Grievance Committee, also established pursuant to the CCHP bylaws. Grievance Committee rules and determinations are also governed by the Alternative Dispute Resolution policies established by CCHP.

It is important to note that these Rules and Regulations apply to all tenants, occupants (family members or otherwise), guests, invitees and other users of the Community facilities, including roadways, and that the owners are additionally responsible for the actions of their tenants, occupants, guests and invitees, and as such, any violations of these Rules by any tenant, occupant, guest or invitee shall be deemed a violation by the owner responsible, in addition to a violation of the tenant, occupant, guest or invitee, subjecting the Owner to possible fines as herein set forth. Accordingly, if you rent your property or invite anyone to your property, for any purpose, you, as Owner are always responsible for the compliance of your occupants, your tenant, your guests, your tenant’s guests, contractor, sub-contractor or invitees, to these rules and regulations. We strongly recommend that you advise any such tenants, occupants, guests or other invitees that they must comply with these Rules and Regulations. Further, as an Owner, you shall include a provision of your lease requiring such compliance and attach a current copy of these Rules and Regulations to and make them a part of every lease agreement.

These Rules and Regulations, including but are not limited to enforcement authorization and the fine schedule, may be amended or revised by the Board of Trustees to keep all materials relevant and current. This revision is dated: August 2, 2025.

Article I-General

Those violating any of the Rules and Regulations contained herein, or as may be enacted from time to time by the Board of Trustees, are subject to the imposition of sanctions, including warning, fines, suspension of privileges of membership and suspension of use of common areas. A Grievance Committee has been established to conduct hearings to determine whether violations of these rules and regulations have occurred.

Where a breach of a rule or regulation also constitutes an unlawful act, CCHP reserves the right to actively pursue all lawful remedies in addition to any penalties outlined herein.

Section 1: All property located within The Highpoint Country Club Community is zoned R-4 Residential by the Township of Montague, except the Golf Course, Clubhouse and Restaurant as outlined in the respective deed(s). No use other than residential is permitted in the R-4 zone, unless approved in writing by the Board of Trustees, in compliance with Article XIII and the appropriate variances are approved by Montague Township.

Section 2: No community resident may, at any time, be the “**guest**” of another community resident for the purpose of accessing or using any CCHP owned community facility.

Section 3: Any **non-resident who repeatedly violates** any rule or regulation of CCHP may be barred and prohibited by the Board of Trustees from entry into the Community. During such period of barring and prohibition, should such non-residents be found within the community, local law enforcement will be contacted for trespassing. Such barred party may apply for reinstatement upon a showing of worthy cause. To the extent the non-resident is a guest or invitee of an owner, the owner may be subject to the penalties herein provided.

Section 4: **Hunting**, Target Shooting, Baiting or Discharge of Firearms of any kind is NOT permitted within the community. These rules include air and gas-powered rifles, launchers or pistols. Bows, crossbows, and arrows are NOT permitted. Note: N.J.S. 23:4-16 restricts hunting practices in the State and violators of this statute may be subject to penalties as provided therein.

Section 5: **Outdoor fires** (including chimeneas and other commercially manufactured fire pits) are permitted only per state law. A violation of state law is a violation of these Rules. The burning of garbage, trash or leaves is prohibited.

Section 6: Possession and use of **fireworks** is limited to that which is allowed by NJ State law.

Section 7: Excessively loud or vulgar **music and/or language** or behavior which is loud, vulgar, offensive or derogatory towards any individual is prohibited at any CCHP recreation or common area.

Section 8: **Yard sales** are limited to two (2) annually per unit, and only household and personal items may be sold. Dated permits must be obtained from the Association office prior to conducting the sale and prominently displayed during the sale.

Section 9: A “**zero tolerance**” policy exists regarding any **act of vandalism** against common areas, equipment, or property owned or under the control of CCHP. Person(s) found guilty of vandalism will have recreational privileges revoked for a period not to exceed one year, be subject to fines, be liable for the full cost of repairing vandalized property and will be fully subject to legal action.

Section 10: **Posted Hours** shall be observed for any property owned by or under the control of CCHP.

Section 11: **Signage.** No signs shall be permitted, except as indicated below:

- A. Any unit owner who so desires, may display one (1) sign from the interior of their unit windows.
- B. A graduation or congratulations sign may be displayed in the plant bed appurtenant to his or her unit; however, only between May 1st and July 1st of each year. Outside of that time frame, special permission may be requested/obtained via the Management office for a 30-day period.
 - i. Unit owners may display a political/election sign as follows:
 - a. Election Signs
 - i. The sign shall not be displayed more than sixty (60) days preceding an election and must be taken down within five (5) days after the election.
 - ii. Political signs may indicate support for a political position or candidate, but all such signs shall be in good taste and respectful, without lewd, foul language, and/or hate speech.
 - b. Position Signs
 - i. Signs that contain a social, political, and/or economic position or opinion, shall not be displayed indefinitely.
 - ii. Position signs may indicate support for a position, but all such signs shall be in good state and respectful, without lewd, foul language, and/or hate speech.
 - ii. The dimensions of any sign displayed shall not exceed two (2) feet by two (2) feet.
 - iii. A seasonal wreath OR Welcome sign OR a wreath that incorporates a Welcome sign may be affixed to the door. The wreath OR sign must not include any team or other logos, names or comments. Welcome signs may not be affixed to any other area, nor can they be placed on a porch or balcony unattached.
- C. All signs shall comply with the following:
 - i. No signs shall be illuminated by any lighting of any kind.
 - ii. No signs shall be displayed with lettering that glows in the dark.

- iii. All signs shall be in good taste, respectful, and aesthetically pleasing, without lewd, foul language, and hate speech.
 - iv. No signs may be displayed by a unit owner that amounts to a nuisance or that contains offensive or illegal content.
 - v. if anyone adds a fixture to hold a flag to the exterior of the building (adhered to siding, poles, or any common area) they will be financially responsible for repairing any damages done to the Association's property. If a resident is found in violation, they will be issued a fine. If a resolution to the violation is not had, the Association will make the necessary repairs, and all charges incurred will be charged back to the resident.
 - vi. Only one (1) "For Sale" or "For Rent" sign of industry standard size is permitted per owner property. During "Open Houses," one (1) additional sign may be placed on the property being offered for sale for a maximum time frame of four (4) hours.
- D. Signs found on common areas, including "right of ways," in violation of this rule will be removed by the Community Corporation of Highpoint, Inc., personnel and may be picked up from the administration office.
- E. Display of the American flag or banner (50 stars and 13 stripes), or the historical centennial flag (13 stars) is permitted, as are yellow ribbons and signs in support of U.S. troops, except if the display threatens public safety, restricts necessary maintenance activities, interferes with a property right of another, or is conducted in a manner inconsistent with the rules and customs deemed the proper manner in which to display the flag, such as the Federal Flag Code, 4 U.S.C. Section 1, et seq. or any other applicable law or guideline:
- i. No more than one (1) American flag or American banner may be displayed at any time.
 - ii. No flag may be affixed to the exterior walls of a Unit or placed on the Common Elements.
 - iii. No other flags may be displayed.

Section 12: Fines. "Customary fines" are for ordinary conduct which violates the Governing Documents and/or the Rules and Regulations, and for which aggravating or mitigating factors are not present or are not significant. Where the Rules and Regulations or a separate Resolution establishes a fine higher than that customarily imposed, the higher fine shall control.

- A. First Offense: a "First Offense" shall be subject to a warning and an opportunity (not to exceed 14 days) to avoid receiving a fine by correcting the violation/offending conduct or promising not to repeat the violation/offending conduct. If, after a warning has been issued, the violation is not corrected, a fine may be issued as determined by the Board.
- B. Second Offense: A "Second Offense" committed within one (1) year of the first offense shall be subject to a \$100.00 fine, and any costs to the Association. Once an alleged offending party has been notified of a violation, for each day the conduct persists, it is a separate offence, and a new separate fine may be issued.

- C. Third Offense: A “Third Offense” committed within one (1) year of the first and second offense shall be subject to a \$150.00 fine, and any costs to the Association. Once an alleged offending party has been notified of a violation, for each day the conduct persists, it is a separate offence, and a new separate fine may be issued.
- D. Fourth or Subsequent Offense: A “Fourth or Subsequent Offense” committed within one (1) year of the first, second and third offenses shall be subject to a \$200.00 fine, and any costs to the Association. Once an alleged offending party has been notified of a violation, for each day the conduct persists, it is a separate offence, and a new separate fine may be issued.
- E. Continuing Violations: The Customary Fine for a continuing violation is \$25.00 per day to a maximum of \$5,000.00 (inclusive of the original fine) for each day the violation continues after notice to cease the violation is given to the Owner.
- F. Any fines and late fees levied shall be due and payable thirty (30) days after they are issued and shall be reflected as part of the Owner’s maintenance fees. All fines and late fees assessed shall be collectible in the same fashion as for delinquent maintenance fee assessments.
- G. Mitigating and Aggravating Factors:
- i. The Board may increase or decrease fines according to the seriousness of the violation(s). In a less serious case, the Board can reduce the fine and in a more serious case, the Board can increase it, up to the maximum permitted by law.
 - ii. Factors which may mitigate against imposition of the Customary Fines or those specified in the Rules and Regulations or a Resolution, include but are not limited to:
 - a. Recent joining of the Corporation without time to become familiar with the Rules and Regulations;
 - b. Long term residency without violations;
 - c. Expression of remorse and a commitment not to repeat a violation; and
 - d. Willingness to make restitution or eliminate the violation.
 - iii. Factors which may be considered aggravating such that the imposition of Customary Fines or those in the Rules and Regulations or Resolutions would be inappropriately lenient, include, but are not limited to:
 - a. A disinterest in learning or following the Rules and Regulations;
 - b. Ignoring notices or warnings by the Corporation;
 - c. Rude conduct by the Respondent to a fellow Owner when confronted with the fact that he/she is violating the Governing Documents and/or the Rules and Regulations;
 - d. Repeat conduct such that the violations are wanton and willful; and
 - e. Disrespect for Corporation procedures or Corporation members or its agents who are seeking to enforce the Governing Documents and Rules and Regulations.

- f. In such cases, the Fine may be increased up to the maximum permitted by applicable state and local laws.

Section 13. **Solicitation:** No solicitation material of any kind may be distributed or posted within the community unless permitted by law.

Article II-RECREATIONAL FACILITIES

Pool, Beach, Lakes, Tennis Courts, Playground, Basketball Court, Baseball Field, and Dog Park

The Community Corporation of Highpoint, Inc., is not responsible for injuries resulting from swimming, fishing, boating or the use of any recreational facilities or areas. Use of all recreational areas and facilities are at the user's own risk.

The recreational facilities are for the use and enjoyment of all Members whose assessments are current as well as all members of their household with whom they reside within the Community and all registered tenants of Members whose assessments are current* provided such Member has provided CCHP with a properly executed Waiver of Rights in favor of the CCHP. The rights and considerations of all residents must be always respected when using recreational facilities. Community issued photo identification cards must be presented at all recreational areas or use of same WILL be denied.*

Section 1: To utilize Community amenities, including the pool, beach, tennis courts, etc., all residents and their children over the age of 5 must have a Community photo ID card issued from the Community office. The use of community amenities is only available to owners (and their tenants, if applicable), whose dues, assessments and other financial obligations to CCHP are current. Delinquent owners (and their tenants, if applicable) shall not be permitted the privilege of using Community amenities.

Section 2: Landlords shall register all tenants with the CCHP office using Tenant Registration portal link provided by the office or through the property management portal. Landlords shall pay a Tenant Registration fee of \$50.00 to cover the administrative costs associated with registration. Such registration shall be completed within 2 weeks of the tenant's move in date. Registration shall include identification of all residents (including all family members), identification of all vehicles associated with the tenants/residents, a copy of registration and insurance cards for all such vehicles.

Section 3: All posted rules as well as hours of operation of recreational facilities must be adhered to.

Section 4: NO alcoholic beverages or glass containers of any kind are permitted at any recreational facility or in any common area owned or under the control of CCHP.

Section 5: Smoking of any kind, including "e" or vaping, at the pool and other facilities shall be allowed only in those properly designated areas and with proper receptacles for ashes, butts, etc. Smoking privileges will be limited as per Federal and NJ State law(s). All smokers shall use receptacles available for such purposes.

Section 6: Dog Park Use and General Responsibilities

- A. The dog park is exclusively for registered members and tenants. Dog owners are responsible for their pets' behavior at all times, both inside and outside the park. All dogs must be licensed and vaccinated in accordance with state and township ordinances to use the off-leash area or public spaces.
- B. All dogs and owners/members/tenants shall use the park at their own risk; the Corporation will not be responsible for any accidents or injuries caused to the dog park patrons or their dogs.

- C. Outside of the dog park, dogs must always be on a leash unless in a designated off-leash area. Owners are required to clean up after their dogs immediately after elimination, whether within the park or in other public spaces.
- D. By following these guidelines, we ensure a safe and enjoyable environment for both dogs and their owners.

** “Current” shall be defined as both past due and current amounts on the Member’s account being paid in full as of the 15th day of the month. Failure to remain current will result in late fees.*

Article III- Tennis and Basketball Courts

- Section 1: Reservations may be required for use of courts. One group may sign up for one (1) hour at a time for one (1) court.
- Section 2: All posted rules must be observed. Violations of posted rules shall be a violation hereunder.
- Section 3: Appropriate attire shall be always required. Sneakers must be worn while on the playing surfaces.
- Section 4: NO music boxes should be played inside or near the court area so as not to disturb the players.
- Section 5: NO roller skates, bicycles or other devices that are not used to play tennis or basketball will be allowed inside the court.
- Section 6: NO dogs or animals other than service animals are allowed in the court area.
- Section 7: All ball cans, lids or other litter is to be properly disposed of in trash cans.
- Section 8: ID Cards will be checked periodically. All Members must display them upon request or be asked to leave and subject to the appropriate discipline action and/or fine.

Article IV-Pool and Beach Areas

Pool and Beach Area Access and Use

1. **Entry Requirements:** Entry to the pool and beach areas shall be permitted only upon presentation of a valid community ID or guest pass. All Members and Guests will be required to sign a waiver prior to the issuance of any pool or beach pass. Additionally, all entrants shall sign in with the Pool Badge Checker or Pool Monitor.
2. **Oversight and Compliance:** The Senior Pool Monitor shall have an oversight of the swimming areas. All instructions issued by the Senior Pool Monitor must be followed immediately and without exception.
3. **Risk Assumption and Waiver:** Swimming and other water activities are inherently dangerous. All individuals utilizing the pool, lake, or designated beach areas must exercise caution and care. Any person engaging in swimming at the pool during posted hours assumes all risks associated with such activities and hereby waives all claims against CCHP for any damage, injuries, or costs incurred because of such use. Furthermore, any individual swimming at the pool outside of posted hours, in the lake during and outside of posted hours, or outside the designated beach area assumes all risks associated therewith and waives all claims against CCHP for any damage, injuries, or costs resulting therefrom.
4. **Lifeguard Disclaimer:** There are no lifeguards present at either the Pool or Lake, or lake beach. All individuals utilizing these areas do so at their own risk.
5. **Designated Pool Access:** Pool access shall be restricted to the path located behind the clubhouse, which shall be clearly marked for such purposes.

Section 1: Swimming at the pool, beach area or anywhere else on the lake is “at your own risk”. There are no lifeguards.

Section 2: Boating and fishing are NOT permitted in the swimming areas.

Section 3: No food or beverages are permitted within the pool area with the exception of plastic bottled water. Food and beverages, other than alcoholic, are permitted at the picnic areas and beach pavilion.

Section 4: No gas-powered watercraft, including but not limited to boats or other vehicles or vessels, are permitted on the lake (this includes gas-powered motors attached to the boat and in an upright position).

Section 5: Ice-skating, ice fishing, snowmobiling and ice boating are PROHIBITED on the lakes.

Section 6: Lost ID cards will be replaced with a charge of \$25. Owners are entitled to one free ID card replacement. In the case of landlord/tenants, landlords are required to have ID cards, thus the issuance of ID cards to tenants constitutes the free replacement. Subsequent tenants or losses are then chargeable.

Section 7: Boat launching will be permitted from a designated section of the beach and from privately owned lake front property ONLY. Only registered boats that are used on Holiday Lake may be stored on the Beach grounds (where designated), and boats may not be transferred from other lakes without first being allowed to dry for at least 48 hours to prevent transference of contaminants.

Section 8: ALL boat owners must obtain an identification sticker from CCHP.

- Section 9: No child under the age of sixteen (16) will be permitted inside the pool or beach area unless accompanied by an adult or guardian twenty-one (21) years of age or older.
- Section 10: Pyramids are not allowed in the pool. Pool steps shall be utilized when exiting the pool.
- Section 11: No pets are allowed on the beach or in the pool area except for service dogs.
- Section 12: Listening to music, audio books, podcasts etc. must not interfere with others' enjoyment of the beach and pool. Listening devices are highly recommended.
- Section 13: Each unit is entitled to receive one card with up to 15 guest pass per year for use of the pool, free of charge. Thereafter, the office shall charge a fee for the issuance of additional guest passes. (A pool waiver is required to be signed by all guests entering the pool or beach area).
- Section 14: Use of all swimming areas is always subject to the New Jersey State Bathing Code N.J.A.C, 8:26-5.4 (a). All users must obey all rules governing admission, bathing and conduct of patrons, and all posted rules may include, but not be limited to, the following provisions:
- A. Any person showing evidence of any communicable skin disease, sore or inflamed eyes, cold, nasal or ear discharges, or any other communicable disease shall be denied admission.
 - B. Any person with excessive sunburn, open blisters, cuts, or bandages shall be denied admission.
 - C. Do not enter the water if you are experiencing or recovering from diarrhea or have had any signs or symptoms of a gastrointestinal (stomach) disease in the past seven (7) days.
 - D. Pool and beach users should be encouraged to use the restroom before entering the water. Immediately report any accidents you observe in the bathing waters to the Pool Monitor.
 - E. All pool users shall shower before entering the water.
 - F. Conduct which endangers the safety and comfort of others shall be prohibited.
 - G. Outdoor bathing shall be prohibited during an electrical storm.
 - H. Persons suspected of being under the influence of drugs or alcohol shall be prohibited from entering the water.
 - I. Policies and procedures regarding water toys and floating devices shall be established to ensure a safe bathing environment.
 - J. Anyone violating any of these rules assumes all risks associated therewith, waives any claims against CCHP that may result therefrom and shall fully defend and indemnify CCHP for any third-party claims that arise because of such violation(s).
 - K. Proper attire, cover-ups/footwear must be worn when not in the immediate pool area.
 - L. Any adult or child wearing a diaper must wear diapers specifically designed for immersion in water (such as swim diapers with fitted elastic waist and leg bands). Diapers may not be removed while in the pool or lakes.
- Section 15: Pool Parking is limited to the lower parking lot to the left of the Clubhouse building. If the pool parking area is full, the upper parking area can be used in addition to parking spaces in front of the tennis courts. Access to the pool area is limited to the designated pool access pathway, entering from the lower parking lot to the left of the clubhouse building and

around the back of the clubhouse along the lake. Accessing the pool area through the golf course, clubhouse, clubhouse restaurant, or patio is strictly prohibited.

Article V – Storage of Vehicles, Identification, Permits, Parking and Traffic

Roadways within the Community are maintained for the use of the members for the purpose of travelling to and from their homes within the community, and to places within and outside the community. They are not to be used for recreational activities such as playing ball.

- Section 1: Storing boats that are not used in Holiday Lake and other vehicles not permitted to be used in Holiday Lake or upon other CCHP facilities are prohibited without special permits issued by CCHP.
- Section 2: ALL Owners and Tenants must register all vehicles, including automobiles, trucks, boats, etc. utilized by occupants of their home with the office. Registration must be accompanied by three photos of the vehicle (front, rear and side view). All owners and tenants shall display registration decals prominently in all such vehicles which decals shall be provided by the office upon registration.
- Section 3: **NO** unregistered, immobile, and/or abandoned vehicles, including automobiles, trucks, boats, etc. are permitted to be stored on empty lots **or** on CCHP properties. Unregistered, unauthorized and abandoned vehicles will be towed at owners' expense and related fines will be instituted to the Owner. In addition, CCHP may institute legal action which may include but is not limited to filing an injunction to have the unregistered, unauthorized and/or abandoned vehicle removed and if such action is not taken the Association will remove such vehicle at the owners sole cost and expense. (For the purposes of this section, "immobile" shall be defined as any vehicle not routinely driven or utilized as a source of transportation).
- Section 4: ALL Owners must obtain photo identification cards from the office. Owner ID cards are issued free of charge. Lost cards shall be replaced at the cost of \$25 and only upon the Owner's signed certification that the ID has been lost and will be returned upon to the office if found or located. The \$25 cost of replacement fee may be waived in the event the Owner has not requested a replacement previously and has been in good standing for a period of the preceding 12 consecutive months.
- Section 5: All multi-unit buildings/properties within the Community shall provide a contact person as well as contact information for such person, including phone numbers, email addresses, etc., to the office, so that the office may address any violations of any common property in such multi-unit building/properties, as well as for safety purposes. Each owner of a condominium unit shall be jointly and severally responsible to comply with these rules as it relates to any common property of a multi-unit building/property.
- Section 6: No vehicle or "RV" trailer may be stored or kept in any parking area, lawn area, or any common area belonging to any condominium, private home or CCHP.
- Section 7: Snowmobiles, unlicensed motorcycles, motorized bicycles, mini-bikes, dirt bikes, motorized tricycles or scooters, segways, "hovercrafts" motorized quads, go carts, or other vehicles of a similar nature, including those commonly known as ATVs, ATCs, shall not be operated anywhere within the community or stored within the community except in permitted area or inside a garage or other fully enclosed area suitable for that purpose. An exception to this rule is the use of Mobility Scooters by people with disabilities as regulated by New Jersey statute: N.J.S. 39:4-14.15. Compliance with such a statute shall be required of all users of mobility scooters within the Community.

- Section 8: Overnight parking is not permitted on community roads. No parking is permitted except in designated areas. Residents may seek exception to this regulation only by making application for a special vehicle sticker through the office and will be considered on a case-by-case basis.
- Section 9: All allowable vehicles using community roads must be legally registered to operate on State roads and insured as required by the State. ALL State and local laws and regulations must be adhered to. All road safety signs must be adhered to. Reckless or erratic driving (i.e., doing “donuts”, racing, etc.) is prohibited anywhere in the community.
- Section 10: Owners are responsible for any damage or injury caused by their occupants, including children and their guests.
- Section 11: Exceeding the speed limit shall be a violation of these Rules. Speed limit on all Community roads is Twenty- Five (25) miles per hour and enforced by the New Jersey State Police.
- Section 12: All vehicular accidents occurring inside the community must be reported to the NJ State Police.
- Section 13: Bicycles and other road vehicles must be equipped with proper safety equipment, reflectors, brakes and nightlights. Riders must adhere to all helmet laws and safety regulations.
- Section 14: Except for CCHP maintenance staff, golf carts may only be used on community roads to the extent necessary to play or maintain the course. The operator must be a mature and responsible person with a valid driver’s license. In no case may golf carts be used for other purposes such as local transportation by people of any age.
- Section 15: All residents of CCHP shall be permitted ingress and egress to the community unimpeded provided the vehicles are properly identified and registered with CCHP or the resident has in his/her possession a photo ID card issued by CCHP and the vehicle is not of the type prohibited by other regulations.
- Section 16: Employees of CCHP or of other entities within the community shall, always, be required to have photo ID cards or such other means of identification as the Board of Trustees may deem reasonable.
- Section 17: Vehicle body work, painting or major vehicle repair work of any kind is prohibited within the community.
- Section 18: Single axle boat trailers and single axle hauling trailers are permitted to be kept on exterior portions of properties. A current up to date registration and license plate must be displayed on all such trailers. Trailers must be kept in good condition.

Article VI – Renting and Resale

- Section 1: Owners MUST notify the CCHP office of the rental, lease, or sale of their property within ten (10) days of a fully executed agreement for same, so that resident registration and closing procedure packages may be promptly forwarded to new residents. In the case of a sale, it is the obligation of the selling owner to advise the purchaser and any agent acting on the owner's behalf, of the registration requirements herein provided.
- Section 2: Upon transfer of title, whether voluntary or involuntary, the transferring owner shall notify the title recipient that, among other things, the property is within the Highpoint County Club Community and that as such, membership in CCHP is compulsory, requiring compliance with CCHP governing documents, including these Rules and Regulations. Furthermore, owners shall advise transferees that they should contact the CCHP office to obtain transfer requirements and instructions, which include transfer notification, new owner registration forms and other administrative requirements, including administrative fees. These administrative fees are due on the date of the deed transfer, regardless of the date of recording and whether it is in fact recorded. Owners must disclose such requirements, including the registration fee to the potential buyers (currently the fee is \$600).
- Section 3: Owners are required to submit new registration forms for all new Tenants to CCHP, along with a \$50 fee. Owners are required to pay the fee for all new tenants, including tenants relocating within the community.
- Section 4: Assignment of Rents:
- A. "Delinquent Owner" means an Owner who owes any charges to CCHP which are thirty (30) or more days past due. Subject to the rights of holders of first security interests, CCHP may collect rent due from a tenant to a Delinquent Owner in an amount not to exceed the amount of the Delinquent Owner's unpaid maintenance fees, special assessments, charges, late fees, and costs of collection, including attorney fees (collectively, "charges").
 - B. Prior to taking any action permitted by these Rules and Regulations, CCHP will give written notice to the Owner, at the Delinquent Owner's last known address, of CCHP's intent to collect the rent. The notice will set forth the exact amount CCHP claims is due and will indicate the intent of CCHP to collect the past due charges from the tenant, including any annual assessments lawfully accelerated pursuant to the governing documents.
 - C. A Delinquent Owner will have ten (10) days from receipt of the notice required to be sent above to provide written proof of payment or a statement of the grounds upon which the assessment is disputed. Upon the failure of the Delinquent Owner to respond within ten (10) days after receipt of the notice or within fifteen (15) days of mailing if no receipt is obtained, and provided that no written notice is received from the holder of the first security interest that it is exercising its right of assignment of rental proceeds, CCHP will be entitled to notify and direct each tenant renting a Lot/Home from the Delinquent Owner to pay all or a portion of the rent otherwise due to the Delinquent Unit Owner to the Association. The amount to be applied from the rent will be limited to the lesser of: (i) the amount as stated in the notice to the Delinquent Owner or (ii) an amount adjusted to reflect any calculation errors sought to be corrected by the Owner, as stated in the response to CCHP and verified by CCHP if timely sent. No offset will be allowed for

amounts which are unrelated to claims of calculation errors. CCHP will have a continuing right to collect the rent from the tenant or tenants until all delinquent charges are paid in full.

Section 5: All Tenant leases shall include an acknowledgement by the tenant that they have received a copy of these Rules and Regulations and agree to be bound by them. Said acknowledgement must accompany the Registration form submitted to CCHP and shall remain in effect for so long as owner has a tenant.

Section 6: Owners are responsible for the actions of their Tenants and must ensure that they have all required ID badges and permits. As such, in the event a tenant violates any Rule herein set forth, the owner may be cited for such violation and shall be liable in the event of a finding that a violation has occurred. Owners are responsible for the payment of all dues and other fees and charges due to CCHP, regardless of whether their rental agreement requires the tenant to pay.

Section 7: The leasing of a Lot/Home shall in no way relieve the Owner of the Owner's obligations under the governing documents of CCHP, and the Owner shall remain primarily responsible, therefore. If a tenant fails to comply with the provisions of CCHP's governing documents, Rules and Regulations and any amendments that may be made from time to time, CCHP shall notify the Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within thirty (30) calendar days after such notice. If such violation(s) is (are) not remedied within the thirty (30) day period, then the Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation(s). Such suit shall be at the Owner's own expense. Such action shall not be compromised or settled without the prior written consent of the Board. In the event the Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the Lot/Home involved collected by the Board in the same manner as the Board enforces the collection of delinquent assessments. By acceptance of a deed to any Lot/Home, each and every Owner automatically and irrevocably names, constitutes, appoints, and confirms the Board as his attorney-in-fact for purposes described in this paragraph.

Section 8: All leases shall:

- A. Be in writing;
- B. Contain the full names of all authorized occupants under the lease. Telephone numbers shall also be provided;
- C. Contain the contact information for the Owner with the Owner's new address and telephone number; and
- D. State that the terms of the lease are subject to CCHP governing documents and Rules and Regulations and any amendments that may be made from time to time. The lease must provide that failure by the lessee to comply with the terms and conditions of such documents shall be deemed a material default under the lease and be grounds for termination and eviction.
- E. Contain CCHP's Lease Rider (which Rider can be obtained from Management).

Section 8: Short-Term Rentals/Leasing:

- A. Property owners must submit a Short-Term Rental ("STR") application and register with CCHP on an annual basis. The initial application fee is \$100.00 (non-refundable) and

- the fee will be due annually with all required documentation listed in the application.
- B. Only 5 (five) registered STR properties are allowed in CCHP at any one time.
- i. Applications must be entered through the STR portal online. The Property owner will be notified by email that the application has been received and in review.
 - ii. Applications are reviewed on a first-hand basis.
 - iii. The portal will disable after 5 applications entries.
 - iv. All documents required must be uploaded to the portal and the application fee paid to be considered. Any incomplete applications will be rejected, and the portal will re-open for additional applications.
 - v. An application review may include, but not be limited to, an on-site inspection and interview by a Board Member(s)
 - vi. Application acceptance providing for a CCHP STR Permit number requires a Township Registration approval to be complete.
 - vii. No STR's are approved to operate in CCHP unless a permit number is issued.
- C. Property Owners operating an STR must be current with CCHP and Building HOA fees on all properties owned within CCHP. (Property owners on payment plans are not eligible for STR's).
- D. Properties with three (3) or more units are required to have an established *building* HOA and an assigned Administrator. The Unit applying for an STR must have the Administrator's written consent from all Unit owners (100%) allowing STR's.
- E. All STR Properties (individual homes and condominiums) are required to have Certificates of Insurance (COI) on file that allow for STR with liability coverage. Multi-unit Buildings must also provide proof of insurance (COI).
1. Building HOA's may impose additional restrictions and rules above and beyond CCHP qualifications and the Montague Township ordinance but in no way diminishes the rules and regulations of CCHP.
- F. Only Property Owners can register an STR within CCHP. Renters/Tenants are forbidden from operating an STR. The Rental of individual rooms is strictly prohibited.
- G. All STR's are required to be registered on a rental platform such as Airbnb, VRBO, Evolve, Booking.com. Realtor or self-bookings are strictly prohibited.
- H. No events or parties are permitted on an STR property.
- I. STR's are limited to a maximum of 2 guests per bedroom (example: 2-bedroom unit may only register 4 guests). Parking: The property must allow for 2 spaces per 2-bedroom Unit. 3 spaces for a 3-bedroom unit.
- J. Unregistered guests may not occupy the STR or stay overnight.
- K. A Community Pass can be purchased by an STR Property Owner/Operator for the duration of a Guest's stay for \$25.00 per Guest. If a registered STR Property Owner/Operator has more than one unit, a pass must be purchased for each unit and guest's stay. All Community Passes are non-transferable.
- L. Single-Family homes require a placard to be posted in a conspicuous place outside the residence supporting emergency contact information, telephone numbers and email addresses of the Property Owner, Property Manager and/or Operator. Multi-unit Property Owners must provide all emergency contact information to the Building's HOA Administrator and/or Property Owners.
- M. Any complaints on an STR property can be entered through the Grievance Portal: <https://form.jotform.com/222646215560149>. First Residential Services (FSR) is not responsible for fielding emergent situations outside of common areas but will field and

respond to all Grievances entered through the portal.

- N. True emergencies (example: medical, fire and/or criminal) should be directed to the appropriate law enforcement agency or medical emergency team.
- O. A property owner may have their STR Permit revoked indefinitely by CCHP for any violation of these Rules and Regulations. If violations are cured, the Property Owner may re-apply to CCHP but will be subject to the CCHP Board approval and current quota requirements as noted in the Township Ordinance. An additional \$100 will be required to re-apply.

Article VII – Health and Sanitation

Any resident, property owner, unit owner, or condominium administrator of a multi-unit condominium building or complex who violates any provision of these rules shall be subject to the fine schedule outlined in Article I. Each day a violation continues shall be considered a separate and distinct offense.

Furthermore, if trash or waste is dumped, scattered, or otherwise disturbed due to animal intrusion, the property owner where the debris is located shall be responsible for cleaning up the affected area within 24 hours of the incident, regardless of whether the trash originated from another property. Failure to comply will result in fines in accordance with the Fine Schedule referenced in Article I.

Section 1: There shall be NO Dumping anywhere in the community. Residential trash or garbage may not be placed in containers at recreational areas or Clubhouse.

Section 2: All waste, trash, garbage, etc. MUST be bagged securely and placed in a trash receptacle or garbage can with lids to prevent animals from scattering it and to permit easy removal. All garbage cans must be clearly marked identifying the resident's street address and unit ID.

Section 3: Excess garbage may NOT be put out for collection until the day of pickup. All garbage cans must be removed from pickup areas and properly stored by the end of the day designated for pickup.

Section 4: Items may be left out for bulk pickup only on the day for which arrangements have been previously made for their removal.

Section 5: Burning of garbage, trash or leaves is strictly PROHIBITED.

Section 6: Note: Montague's Littering Ordinance is incorporated below (Montague fines will be additional):

- a) No person shall throw, drop, discard or otherwise deposit litter of any nature upon public or private property other than in a litter receptacle.
- b) No person shall sweep or deposit litter in any gutter, street or other public place.
- c) It shall be the duty of the owner, lessee, tenant, occupant, or person in charge of any structure to keep and cause to be kept the sidewalk and curb abutting the building or structure free from obstruction or nuisance of every kind.
- d) It shall be unlawful for any owner, lessee, agent, or contractor in charge of a construction or demolition site to permit the accumulation of debris or litter before, during, or after completion of any construction or demolition project.
- e) No person shall throw or deposit any handbill in or upon any vehicle.
- f) It shall be unlawful for any residential property owner to store or permit storage of any bulky household waste, including household appliances, furniture, and mattresses in areas zoned residential, except in a fully enclosed structure.
- g) It shall be unlawful for any residential or commercial Property Owner to permit open or overflowing waste disposal bins on their property.
- h) It shall be unlawful for any person to discard or dump along any street or road, any household or commercial waste, rubbish, junk, vehicle or vehicle parts, rubber tires, appliance, or furniture on private property, except by written consent of the owner of said

property, any place not specifically designated for the purpose of solid waste storage or disposal.

Article VIII – Animals

The following shall be grounds for a complaint, finding of a public nuisance and imposition of a fine, to the pet owner and if such pet owner is a tenant, to the property owner, under these Rules and Regulations.

All violations of this Article, by any tenant or occupant of an owner, shall be an additional and separate violation of the owner and any fines levied hereunder shall be in addition to any fines issued by Montague Township.

Section 1: NO animal, livestock, or poultry of any kind shall be raised, bred, or kept on any property except for household pets and service animals. Horses may not be kept, bred or ridden anywhere within the boundaries of the Community.

Section 2: NO pets are permitted in any recreational area or bus stop with the exception of service animals.

Section 3: Dog Park Use and General Responsibilities:

- A. The dog park is exclusively for registered members and tenants. Dog owners are responsible for their pets' behavior at all times, both inside and outside the park. All dogs must be licensed and vaccinated in accordance with state and township ordinances. See Section 9 of this Article.
- B. Outside of the dog park, dogs must always be on a leash unless in a designated off-leash area. Owners are required to clean up after their dogs immediately after elimination, whether within the park or in other public spaces within the Community.
- C. All Residents are always responsible for curbing their pets, carrying "pooper scoopers" or other means of disposal of droppings, and for proper care of their pets.
- D. ALL unleashed and stray dogs, found outside permitted areas will be reported to and picked up by the local animal control officer.

Section 4: Excessive dog barking may be reported to the local animal control officer as well as being grounds for the imposition of fines as set forth herein.

Section 5: A pet owner shall not allow any animal(s) to cause any unsanitary, dangerous or offensive conditions by virtue of the size or number maintained at a single location or due to the inadequacy of the facilities.

Section 6: Creating a public nuisance is prohibited. It shall be a violation for any pet owner to allow or permit any animal to molest, attack or otherwise interfere with the freedom of movement of persons in the public right-of-way, to chase vehicles in the public right-of-way, to attack their domestic animals, or in any other way, create a public nuisance.

Section 7: **Chapter 34 of the Township of Montague's Code**, in its entirety, is hereby incorporated into and made part of the Rules and Regulations of the CCHP, by reference.

Article IX – Construction and Renovations

Nothing in this section shall affect any owner's obligation to comply with all State, County and local laws with respect to construction.

Section 1: No site preparation may be commenced, no tent, trailer, structure or building of any sort may be moved to, erected or constructed on any lot and no construction may begin within the Community, except as noted in Article I – Section 1, until the property owner has applied for and received a Construction Review Approval from CCHP. A Construction Review Approval application must be filed with the Office and approved by the Board of Directors prior to commencement of any construction. If applicable, a Road Opening Permit must be filed with the Office and approved by the Board of Directors prior to commencement of any construction.

A. A Construction Review Approval letter will be issued by CCHP upon presentation and review of a copy of building plans for such construction ensuring such construction or renovation to be compatible generally with the nature and character of the Community. All such approvals will be subject to the issuance of a building permit by Montague Township, adherence to all applicable zoning and construction ordinances. A check in the amount of \$1,500 per dwelling unit shall be submitted with all applications for new construction. The \$1,500 consists of a \$500 Construction Review Fee and \$1,000 as a security, to be returned 6 months after the issuance of a Certificate of Occupancy, subject to deduction for damages that may have occurred to roadways, bridges, or other common areas during construction, as well as to ensure compliance with these Rules and Regulations and additional legal or engineering fees that may be needed. In the case of a “road opening,” a separate bond in the amount of \$1,500 must be posted, such to be returned 12 months after completion of the roadwork. Exterior renovations to existing structures with a dollar value more than \$1,000 require a \$500 deposit, of which \$25 is kept as a review fee and \$475 to be returned upon final building department approval, less any amounts returned due to damage to common areas. Exterior renovations to existing structures with a dollar value less than \$1,000 require \$100 deposit, of which \$25 is kept as a review fee, and \$75 to be returned upon final building department approval, less any amounts retained due to damage to common areas.

B. The Construction Review Approval issued by CCHP will be good for a period concurrent with the building permit for which it was issued. Six months after successful completion of the project without damage, as noted above, and receipt of a copy of the Certificate of Occupancy for new construction or Certificate of Completion for other construction, the amount of \$1,000 will be refunded to the property owner.

Section 2: No construction or exterior renovation shall be started without a valid Montague Township Building Permit, if such permit is required by the Township.

Section 3: No general construction shall be permitted on Sundays or holidays without previous written approval from CCHP. Construction work may not commence before 8:00am and must cease by dusk or 9:00pm, whichever is later.

Section 4: Property owners are always responsible for the actions of the builders, contractors, and service vendors with whom they have contracted.

- Section 5: Construction vehicles and/or construction equipment storage or major repair is prohibited outside permitted areas, except with the expressed written consent of the Board of Trustees, subject to any terms and conditions it may require.
- Section 6: Metal tracked vehicles of any type are prohibited from using any roadway within the Community.
- Section 7: During new construction, only one sign will be permitted identifying the General Contractor's and Sale Agent's names, addresses, and phone numbers.
- Section 8: All signs shall not exceed industry standard size, must be free standing, and may not be attached to trees. Any sign violating this rule will subject the owner to fines as allowable under these Rules and Regulations.
- Section 9: No more than one (1) dock per condominium (unit) is permitted. Vacant lakefront land lots are permitted to have docks, provided the docks comply with CCHP Rules and Regulations and Township ordinances.
- Section 10: No change of contour of the lakefront waterline is permitted, other than provided for in the deeds.
- Section 11: NO docks are permitted without the written approval of CCHP. Docks will comply with CCHP standards and must cover a minimum of fifty (50) square feet of lake surface. No dock will extend more than fifteen (15) feet from the shoreline and be more than twelve (12) inches above the high-water level. Docks must have a minimum width of six (6) feet.
- Section 12: No concrete, stone, or docks that impede the flow of the lakes are permitted.
- Section 13: Delivery of factory constructed units is subject to advance arrangement with the administration office of CCHP. Units may not be parked on CCHP property, except in permitted areas. Community property shall be defined as being inclusive of the 50 foot right of way along all roadways. Trailers with factory constructed units (modular) must be always kept on the construction site. Modular units must be placed within 48 hours of delivery and trailers removed from the community within 48 hours of placement.
- Section 14: Owners and/or builders must notify the office in writing of any Lot clearing and/or construction, specifying the date on which they will "clear a lot", as defined by the cutting of trees, brush and/or re-grading. Construction of a new dwelling must commence within 6 months of that date. Clearing must in all cases include the removal of any debris (tree limbs, tree trunks, logs, brush, wood chip piles, etc.) created during the clearing process, and installation of a "silt fence." Trees may not be left partially cut or as "stumps." Owners/Builders who are unable to comply with the time frame may apply for an extension through the Grievance Committee.
- Section 15: The use of Community roadways for construction projects may be subject to a road access fee contributing to the CCHP capital fund, for purpose of among other things, road improvement as determined by the Board upon review of the application.

Article X – Exterior Property and Visible Interior Areas

- Section 1: Sanitation: All exterior property and premises shall be maintained in a clean and sanitary condition. The occupant shall keep that part of the exterior property, which such occupant occupies, or controls, in a clean and sanitary condition. All properties are expected to have and maintain garbage container facilities or other adequate areas sufficient in size for the storage of garbage cans needed to service the residents. All such areas shall be kept in clean and sanitary conditions and be out of view from the roadway.
- Section 2: Grading and Drainage: All premises shall be graded and maintained to prevent erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.
- Section 3: Sidewalks and Driveways: All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions.
- Section 4 Grass and Weeds: As of the first of June, every year, all premises and exterior property shall be maintained free from grass and weeds more than 6 (six) inches.
- a) Uncut dead trees and shrubs shall be removed.
 - b) Organic debris must be collected and removed from the lot. Dumping and/or mounding of soil or fill on unoccupied lots is prohibited, except in permitted areas.
- Section 5: Accessory Structures: All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair. Accessory structures, which are constructed of canvas or other fabric type materials, and used for storage purposes, such as tents, screen houses, garage, etc., are considered as temporary or seasonal in nature. They may not remain on any property for longer than six (6) consecutive months and may not be present from November 1st through April 1st.
- Section 6: Fencing: Shall be allowable in accordance with such guidelines as exist within the R-4 zoning Ordinance. In addition, unless otherwise approved by the Board of Directors, the following will apply:
- a) Property owners must submit a plot sketch and fence detail to the office prior to installation.
 - b) the finished, non-structure supporting side of the fence shall always face outward from the fenced property
 - c) No fencing shall be permitted on that portion of the property which abuts a roadway (road frontage)
 - d) the maximum linear feet of fencing on any property may not exceed 50% of the footage of the perimeter of the property
 - e) no fence may exceed five (5) feet in height installed
 - f) all fencing must be properly maintained
- Section 7: The exterior of all properties, including condominium buildings, are to be kept clear of all stored items or clutter, inclusive of children's toys and/or bicycles, which are not to be left unattended or strewn about front lawns or other common areas.

Section 8: Wood used for heat must be neatly stacked. No more than two cords of wood may be stored per property owner at one time. Canvas used to cover stored items and cords of wood must be brown or green in color.

Section 9: Windows shall not be covered with sheets or blankets, rather than blinds, curtains or other appropriate and ordinary window treatments.

Article XI – Exterior Building Maintenance

Maintenance and repairs to the exterior areas within individual properties are the owners' responsibility. The following Rules are intended to maintain the safety and comfort of the Community residents. CCHP maintenance staff is not to be utilized for purposes of maintenance and repairs to owner properties.

- Section 1: General: The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
- Section 2: Exterior Painting: All wood and metal surfaces, including but not limited to window frames, doors, door frames, cornices, porches and trim shall be maintained in good condition. Peeling, flaking, and chipped paint shall be eliminated, and surfaces repainted.
- Section 3: Street Numbers: Each structure to which a street number has been assigned shall have such number displayed in a position easily observed and readable from the public right of way. This is especially important in cases of emergencies.
- Section 4: Structural Members: All structural members shall be maintained free of deterioration and shall be capable of safely supporting the imposed dead and live loads.
- Section 5: Foundation Walls: All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition to prevent the entry of water.
- Section 6: Exterior Walls: All exterior walls shall be free from holes, breaks loose or rotten materials and maintained weatherproof and properly surface coated where required to prevent deterioration.
- Section 7: Roof and Drainage: The roof and flashing shall be sound, tight, and to have be free of defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains: gutters, and downspouts shall be maintained in good repair and free from all obstruction. Roof water shall not be discharged in a manner that creates a nuisance.
- Section 8: Decorative Features: All cornices, belt courses, corbels, terra cotta trim, wall facings, and similar features shall be maintained in good repair with proper anchorage and in safe condition.
- Section 9: Overhang Extensions: All cornices, metal awnings, fire escapes, and similar overhang extensions shall be maintained in good repair and be properly anchored to be kept in sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.
- Section 10: Stairs and Walking Surfaces: Every stair, ramp, balcony, porch, deck or other walking surfaces shall comply with this Exterior Maintenance section.
- Section 11: Stairways, Decks, Porches and Balconies: Every exterior stairway, deck, porch and balcony, and appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
- Section 12: Chimneys: All chimneys and similar appurtenances shall be maintained safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials such as paint or similar surface treatment.

- Section 13: Handrails and Guards: Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- Section 14: Windows and Door Frames: Every window, door and frame shall be kept in sound condition, good repair and weather tight.
- Section 15: Glazing: All glazing materials shall be maintained free from cracks and holes.
- Section 16: Doors: All exterior doors and hardware shall be maintained in good condition.
- Section 17: Basement Hatchways: Every basement hatchway shall be maintained to prevent the entrance of rain and surface drainage water.
- Section 18: Clotheslines and other detracting items are not permitted on the balconies, porches or exteriors of units.
- Section 19: Absolutely no storage is permitted on patios, decks or balconies except seasonal outdoor furniture and related items.
- Section 20: Outdoor grills, barbeques, hibachis or other cooking appliance generating an open flame are permitted only in accordance with New Jersey law.

Article XII – Insurance

- Section 1: General: In accordance with the Corporation's By-Laws, the Board of Trustees shall require insurance policies to maintain for the benefit and protection of the Corporation, the Trustees, the Officers and Members and the Board shall determine the type of coverage, their extent and applicable limits.
- Section 2: Insurance Requirements: The Corporation maintains insurance coverage for the common areas and other property owned by the Corporation for damage and catastrophic losses, however all Owners, whether Owners of fee simple lots, condominium units, etc. are required to purchase and maintain their own individual insurance policies with enough coverage for their respective lot, home, building or Unit. All Owners must purchase and maintain property casualty insurance at their own cost. Owners may obtain additional coverage for dwelling, personal property and/or personal liability coverage should they wish to do so.
- Section 3: Proof of Insurance: All Owners must provide annual proof of insurance to the Corporation on or before January 31st of each year.
- Section 4: Remedies for Failure to Provide Proof of Insurance: Failure to provide proof of insurance on an annual basis shall permit the Corporation, as its option, to purchase any reasonably necessary property casualty insurance and charge the same to the applicable Owners as an Assessment. The Corporation may also levy fines against the applicable Owner for failing to provide annual proof of insurance as required herein.