

RULES AND REGULATIONS OF OCEAN BEACH SURF CLUB

REVISED, AMENDED AND APPROVED JANUARY 6, 1991 AND RE-APPROVED
MAY 5, 1991. FURTHER AMENDED JULY 15, 2000 AND JULY 24, 2004. And MAY 31,
2009, April 13, 2010

Rule 1 – MEMBERSHIP

- a. All applicants for membership must complete, execute and return a completed membership application. The form of the Membership Application is attached to these rules.
- b. Re-application Upon Change in Ownership - It shall be a firm rule of this Club that any present or future member of this Club shall not be required to re-apply together with the new spouse when and if he or she remarries, nor where a single member married, nor in the event of divorce. Any person or persons inheriting or otherwise requiring ownership or leasehold in Ocean Beach Unit #1, shall be treated as a new applicant for membership, and shall fill out a Club application in accordance with Club rules.
- c. Application Form See sample annexed hereto
- d. Owner - person or persons having a "fee" ownership in a lot located within Ocean Beach Unit 1
- e. Lessee - person or persons who possess a long term lease hold in a lot located in Ocean Beach Unit 1, from the Ocean Beach Company or of an original term not less than ten (10) years.
- f. Entities Excluded from Membership - No club, association, fraternity, society, corporation or company shall be eligible for residential membership regardless of how or under what conditions they acquired Ocean Beach Unit 1 property or leasehold.
- g. Entity Ownership of Leasehold - an entity which is the fee holder or lessee of a lot in Ocean

Beach Unit 1, in the absence of a qualified membership for such lot(s), which although prohibited, may occur, shall not be the "owner" or "lessee". The "owner" or "lessee" as used by the By-laws and Rules, is deemed to be that person or persons who to any extent or degree own, manage, is employed by, is an officer, or director, or trustee of, or beneficiary of, or attorney for, or any person with a power of appointment over, or any fiduciary of said entity, and the heirs at law of the foregoing persons, or those who directly or indirectly act or benefit in or by any other person or entity acting in any of the foregoing capacities. This provision is intended to be most inclusive, and the categories mentioned are by way of example, not limitation.

h. Notification of Transfer Required - ARTICLE II, Section 5, "Termination of Membership" provides for automatic termination of membership when a member no longer owns any records interest in any parcel of property at Ocean Beach Unit 1. The Membership committee should be promptly notified by any owner or lessee who plans to terminate his\her membership.

i. Membership in Ocean Beach Surf Club (the "Club") - Qualification and admittance of a living individual person(s) who is a lot owner or lessee in Ocean Beach Unit #1, or who is married to an Ocean Beach Surf Club Member, as a condition for the use of Club facilities by the member(s) or his/her guests, even if all assessments against the respective lot are paid in full. There must be a membership corresponding to every lot in Ocean Beach Unit 1. Club facilities may only be used by members in good standing or their guests. There are "single memberships" and "joint memberships".

j. Use of Facilities - Article II, Section I of By-Laws reads: "All property owners or Lot Lessees at Ocean Beach Unit 1 are required to be members of Ocean Beach Surf Club". This shall be construed to also mean that every person or persons holding title or lease without applying for and being accepted by the Club will definitely be deprived and denied use of the Clubs facilities: Bathing Beaches, Club House, Playground, Parking Areas, Boat Basin and Private Roads. Whether title or leasehold has been transferred by inheritance, sale, assignment or otherwise

shall not alter above rule.

k. Single Membership - Membership in the Club by a single living individual person who is the sole owner or lessee of a lot in Ocean Beach Unit #1, and is entitled to cast one (1) vote at Club meetings for the one (1) lot so owned or leased.

l. Joint Membership - Membership in the Club by two (2) or more living individual persons who are "joint" or "in common" or "by the entirety" owners or lessees of a single lot in Ocean Beach Unit #1, or husband and wife upon the marriage of a member, and who are entitled to cast one (1) vote at any Club meeting between all such joint and common members and their spouses, for the one (1) lot so owned or leased. If a member in a joint membership is suspended or expelled, the joint membership, and all other members of that membership, and the spouses of such suspended or expelled members, shall simultaneously be suspended or expelled.

m. Multiple Memberships - A member may have multiple single and/or joint memberships in the Club, which correspond to such members interest in each lot in Ocean Beach Unit #1, which such member owns or leases: Each membership is entitled to cast one (1) vote per lot, at any Club meeting. If a member with multiple memberships is suspended or expelled, each multiple membership, and all other members of each multiple membership and their spouses, shall simultaneously be suspended or expelled.

n. New Membership - Any change in the ownership or leasehold of a lot in Ocean Beach Unit #1, where the person or persons owning or leasing is affected in any way, except by marriage or divorce expelled member or re-instatement, shall require:

1. Application for membership by each owner or lessee, which shall include:

(i). Copy of Deed, Lease, and/or Tax assessor's certificate; and

(ii) Membership application letter

2. Payment of all prior and outstanding assessments from the transferor or transferor's predecessor;

3. Payment of initiation fee;

4. Payment of dues.

o. Commercial Use Exemption - A commercial business located within Ocean Beach Unit #1, that as an entity or individual can not qualify for membership, may apply for an annual Commercial Use Exemption Certificate. The application shall be for each calendar year, and the fee shall equal twice the annual assessment for each lot affected. The commercial entity shall not be entitled to membership privileges, but shall be exempt from any penalties imposed by virtue of not being a member. All other penalties, restrictions and obligations shall apply, however, all monetary penalties that may otherwise be imposed, shall be twice the maximum penalty that could be imposed against a member for that violation.

RULE 2 - DUES, ASSESSMENTS, INTEREST AND PENALTIES

a. Entrance Fee, is \$300, and is payable by a "New Membership" as a condition of membership.

Amended 7/24/04 by vote of Board of Trustees

b. Assessments - refer to charges against a lot located within Ocean Beach Unit 1, and run with the land, to subsequent owners or lessees, and includes all assessments, fees, fines, late charges and interest against that lot.

c. Dues - refer to charges against a membership and/or each of the members, and includes all assessment, fees, fines late charges and interest due by that membership or member, as the case may be, for all lots owned or leased.

d. Annual Dues or Assessments - means the regular yearly assessment set by the Board of Trustees in an amount sufficient to meet the necessary expenses for the fiscal year.

e. Membership Dues - as used in Article II, Section 4, (b), includes all "assessments" against the lot being transferred and all "Dues" outstanding by the transferee, but does not include the initiation fee.

f. Outstanding Assessments and Dues: Interest - Providing that all other qualifications have been met, acceptance of any applicant shall be withheld until all past dues and special assessments have been paid and all violations on the premises cleared to the satisfaction of the Club's Trustees. This shall be based on the fact that inasmuch as the Trustees in order to provide ,proper services and maintain the Club's private facilities, are obliged to expect that each residential lot will provide and bear its equal share of the Club's yearly cost of operation. Therefore any and all lots so affected shall have assessed against same, and each member and membership affected shall be charged, jointly and severally, on the Club's books cumulatively, the outstanding amount due, plus interest at eighteen percent (18%) per annum, until paid up to date by:

(1) a present member paying a membership assessment in order to avoid suspension;

(2) a suspended member in order to be re-instated;

(3) a new applicant for membership in order to be accepted.

No purchaser or lessee in violation on his present premises will be acceptable on any new membership until all existing violations have been cleared.

g. Suspended Membership:

g (a) Failure to pay dues and or fines. (see By-Laws section 4, paragraph c)

g (b) Suspended membership results when a violation of club Restrictions, By-Laws or Rules, at a lot, or by a member or a member's guest anywhere within Ocean Beach Unit I. The Board of Trustees in a 3/4 vote of those trustees present at any Board of Trustee meeting resolves to suspend a member.

1. The trustees must give at least fourteen (14) days written notice, from the date of mailing of such notice to the member, at the last known address of the member, of their intent to Suspend Membership, the reason for the suspension and the corrective action that must be taken within the stated time period, to avoid suspension of membership.

2. The suspension is effective on the date of mailing the notice of intent to suspend, unless the member complies within the stated period.

3. The one (1) notice to each affected member or membership is effective against all multiple memberships, members and spouses affected by the suspension.

4. Any single member so affected, or any one member of each membership so affected as representative of each joint membership, or any one member as representative of all combined multiple memberships so affected, as the case may be, may request to be heard by the Board of Trustees. The request must be made in writing by the representative, and received by the Board prior to the expiration of the stated period in the preceding sub-paragraph. The request may be to consider the written statement or explanation, which the Board of Trustees must consider at the time the issue of suspension is heard or, to allow a representative member to appear in person before the Board of Trustees when the issue of suspension will be heard, and such member will be granted fifteen (15) minutes to present his or her position. No spectators will be allowed. The vote on the suspension will be after the member's presentation, but out of the member's presence.

5. The results of the vote on the issue of Suspension will be promptly mailed to the member(s) and membership(a) so affected, by certified mail or regular mail if certified mail is unclaimed.

h. Expelled Membership - occurs when a suspended membership fails or refuses to comply with

the conditions specified in the Suspension Notice, and the Board of Trustees in a 3/4 vote of those trustees present at any Board of Trustee meeting resolves to expel the membership.

1. The trustees must give at least fourteen (14) days written notice, from the date of mailing of such notice to each member and/or each membership affected, to the last known address of the member and/or the membership, and to each lot so affected, of their intent to Expel Membership, the reason for the original suspension and the corrective action that must be taken within the stated time period, to avoid expulsion of membership.
2. The expulsion is effective on the date of mailing the notice to suspend, unless the member complies within the stated period.
3. Notices of Intent to Expel a member or membership shall be by regular mail and by Certified Mail, Return Receipt Requested to all multiple memberships, members and spouses affected the expulsion or regular mail if certified mail is unclaimed.
4. Any single member so affected, or any one member of each membership so affected as representative of each joint membership, or any one member as representative of all combined multiple memberships so affected, as the case may be, may request to be heard by the Board of Trustees. The request must be made in writing by the representative, and received by the Board prior to the expiration of the stated period in the preceding sub-paragraph. The request may be to consider the written statement or explanation, which the Board of Trustees must consider at the time the issue of expulsion is heard or, to allow said representative member to appear in person before the Board of Trustees when the issue of expulsion will be heard, and such member will be granted fifteen (15) minutes to present his or her position. No spectators will be allowed. The vote on the expulsion will be after the member(s) presentation, but out of the member's presence.
5. The results of the vote on the issue of Expulsion will be promptly mailed to the member(s) and membership(s) so affected, by certified mail or regular mail if certified mail is unclaimed.
6. The expelled member(s) or membership(s) may appeal to the general membership at it's next

regular meeting. The notice of appeal must be received by the Board, at least thirty (30) days prior to the next general membership meeting, so it may be placed on the agenda for that meeting. The expulsion will remain in effect unless overruled by the general membership at that time, unless the Compliance and Appeal Procedure (Rule 2(j)) is elected by the member(s) and membership(s) so affected. The Board shall designate its speaker on the issue who shall present the procedural history. The representative of the membership(s) will be allocated one fifteen (15) minute presentation, after which the Board shall present up to one fifteen (15) minute presentation, if desired. The terms of the expulsion shall not be amended or debated, and the vote shall be taken immediately after the Boards presentation. The membership may rescind the expulsion by a 3/4 vote of those members present and reinstate the membership(s) so affected, but may not make new or different conditions of reinstatement.

i. Reinstated-Membership - a suspended membership is automatically reinstated upon compliance with the conditions of reinstatement, provided the membership is otherwise in good standing.

j. Compliance and Appeal from suspension - Any member(s) or membership(s) suspended for any reason, may comply without prejudice and appeal the action taken or threatened to be taken by the Board of Trustees, by complying with the request and issuing a written notice to the Board that the member(s) or membership(s) wishes to appeal. The matter is then pursued in accord with the suspension procedures set forth above. In the event the member(s) are successful on appeal, all fines, penalties and interest, together with such other portion of payment, all of which shall no longer be applicable, shall be promptly refunded, and/or the prohibited activity appealed from, may be resumed to the extent that said member(s) was successful on appeal.

k. Costs and Expenses of Enforcement: Attorney Fees - Every member and/or membership, that

becomes suspended by the Board of trustees, shall in addition to any other action taken by the Board of Trustees reimburse the Club for all costs and expenses the Club incurs. Costs and expenses shall be added to the amount owned, and included in the amount upon which interest is calculated.

(1) Items chargeable against the affected Member(s) and Membership(s) shall include all costs and expenses actually incurred by the Clubs:

(i). in notifying the affected member(s) and membership(s) of the action;

(ii). for all additional costs and expenses, including the actual cost of attorney fees in the collection or enforcement of the action, including permanent and temporary restraining orders, and other forms of equitable relief;

(iii). for all recording fees, filing fees, expert fees or other costs associated with litigation;

(iv), in correcting, repairing, removing or taking any action to correct the problem which was the cause or subject of the suspension;

(v). for any additional costs or expenses, not mentioned above, but which are deemed reasonable and are allowed by a Court of Law or Equity.

(2) The limitations for charging costs and expenses to the affected member(s) and Membership(s) are as follows:

(i). Only the cost of letters send to the Members and the Memberships affected shall be included

costs under sub-paragraph 1(i). of Rule 2(k). specifically excluded are all correspondence to the membership as a whole and internal correspondence. The Board may designate a fixed sum per letter, but in no event may the charge for each such letter exceed the sum of Five Dollars (\$5.00).

(ii). Additional work by the Board of Trustees, in itself is not chargeable, unless an actual cost or expense to a third party is incurred. No money paid to a member of the Board of Trustees for their work or services, may be collected from the affected member(s) or Membership(s), but trustees may be reimbursed for money they may have advanced to third parties on the Clubs behalf;

(iii). In the event corrective action is to be taken on a lot, a written notice of same must be posted on the affected lot, at least fourteen (14) days prior to the initiation of the work, unless such notice is received in person or by certified mail return receipt, by a resident of at least fourteen (14) years of age of the premises on such lot, or by any member having any direct interest in that lot. Failure to provide such additional notice shall preclude any action by the Club for reimbursement for such costs and expense. However, this limitation shall not apply in the event of emergency done to protect any person or property of the community, nor in the event of a special assessment against certain properties that may be affected by a common disaster;

(iv). The action taken by the Board of Trustees must be reasonable under the circumstances. However, the use of attorneys, to collect a relatively small debt is always reasonable to insure compliance by the community, and because the member can mitigate damages by Compliance and Appeal.

I. Penalty For Failing to Notify Club of Sale - A penalty equal to the annual assessment shall be

assessed against the transferor and the lot transferred for failing to notify the Club of the names and addresses of the transferees, in writing at least thirty (30) days prior to the transfer. This penalty shall be collected from the transferee as a condition of new membership.

m. Daily Fine for Violation of Construction Rules - Each day that work continues shall be considered a separate violation of rule 4(a) Construction Approval; Prohibited Work Periods. A fine of Thousand Dollars (\$1,000) per day (Day 1 forward) (add.) shall be assessed against the lot where the violation occurred, and against all members and memberships having a joint or multiple membership interest with that lot. The total fine shall not exceed \$1,000 per day (Day 1 forward) (add) collectively between all members and memberships affected, but may be collected in total from any one of them. The fine shall be in addition to any other action the Board of Trustees may impose against the member(s) and membership(s) in violation.

Possession of appropriate permits and approvals during the period that construction is permitted, or written authorization for emergency repairs from the chairman of the grounds committee during the period when construction is prohibited, shall be an absolute defense to any penalty, suspension or action that the Board of Trustees may wish to impose. The club shall also be entitled to recover from the member(s) any professional and/or legal fees incurred in enforcing the rules and regulations of OBSC 1.

Amended 7/24/04 by vote of Board of Trustees

n. Penalty for Entity Ownership - In the event any lot owned or leased by one or more entities, fails to secure a membership for that lot, then there shall be assessed against such lot and against such entity(s) and each constructive Owner and Lessee, as set forth in Rule 1(g) the penalties set forth below, which are in addition to any other penalties or action that the Club may take against them. The total penalty shall not exceed the amounts set forth below for each violation, but may be collected in whole or in part from any one of such persons or entities affected.

- a. Monthly Penalty for Rental, Occupancy or Use of Lot Between the Months of October and May, Inclusive - shall be a sum equal to the annual assessment, when at any time during an included month, the lot has been rented, occupied or used in any way. Any single incident is sufficient to cause the violation, but the fine may only be imposed one time per month;
- b. Between the First Week of June and Last Week of September, Inclusive - shall be a sum equal to the annual assessment, when at any time during an included weeks, the lot has been rented, occupied or used in any way. Any single incident is sufficient to cause the violation, but the fine may only be imposed one time per week.

RULE 3 - RULES AND REGULATIONS

a. Compliance with Rules - The corresponding Secretary shall at all time maintain an adequate supply of the printed by-laws of the Club together with the Rules and Regulations and shall forward same to new member(s) under direction of the Membership Committee. All members shall be entitled to receive copies thereof upon application to the Corresponding Secretary. It is essential that all members must familiarize themselves with the rules and regulations of this Club in order that the private residential nature thereof shall be preserved and perpetuated. It is particularly important that the rules pertaining to use of the beaches be vigorously observed and enforced since this Club holds title only under a determinable fee deed, that is to say, only so long as certain restrictions are honored. The developers, in conveying the bathing beach facilities to the Club did so only upon certain conditions which must be particularly and continuously observed. Failure of the Club to honor these restrictions could result in loss of our beaches. These Rules and Regulations are formulated to insure that the deed requirements will be fulfilled. It is important that each and every member of the Club should assist in this effort.

b. Rules Committee - RULES COMMITTEE Article VII, Section 1 of By-Laws authorizes the

Club President to appoint any and all committees deemed necessary except the Nominating Committee.

The Club President is advised to appoint a Rules Committee whose duties shall be to check and study conditions with a view toward improving the present Rules and Regulations. All changes and/or additions to the Rules and Regulations are to be submitted to, and approved by, the Trustees before becoming effective.

The Rules Committee shall see to it that new rules, regulations and/or changes submitted by it to the Trustees shall, after approval, be added to this list of rules.

c. Copies of Minutes - Any member may obtain copies of the minutes of the Spring and Fall General Membership meetings upon written request to the Recording Secretary.

RULE 4 - CONSTRUCTION, ROADS AND GROUNDS

a. Construction Approval: Prohibited Work Periods - Construction of any building, alteration, shingling, installation of jalousies and/or additions, etc. must be approved by the aforesaid developers in writing as well as Toms River/Lavallette Building Inspector (when required) and this Club's Grounds Committee, as provided by Article IX, Section 4 of the By-Laws. No construction is permitted during the summer season from June 15 through September 15, except for emergency repairs.

b. Bulkhead Construction Approval - In order to have uniformity, neatness and good workmanship in dock or bulkhead construction, the approval of the Grounds Committee as well as the Developers shall be obtained.

c. Clothes Lines - Clothes lines and poles shall be constructed and placed in accordance with rules of Grounds Committee. No clothes line will be permitted on porches, nor on angles from the house to a clothes pole, nor attached to the electric light company's pole. Circular or

whirligig clothes poles will be permitted. In all cases and locations other than listed above, the Grounds Committee shall designate the method and location of pole and line construction in a manner best suited for the community benefit. (Grounds Committee should be consulted for approval).

d. Unkempt Property - Any owner whose property is in condition deemed detrimental by the Grounds Committee shall first be requested to clear the violation. If violation is not cleared in a reasonable time, the Grounds Committee shall notify the Board of Trustees who shall give written notice to the lot owner of their intention to have the work done, charging the cost of same to the lot owner's account. A fourteen day notice shall be given the lot owner before any work is done on his lot.

e. Sand Removal Prohibited - Removal of the sand from any of the Club's beaches shall not be permitted. Sand which has, due to wind or storm, been deposited on lots or roads shall be returned to the beaches and not removed from the development.

f. Vendors Use of Roads - All vendors and suppliers of bread, milk, ice cream, etc. shall be written a letter requesting an annual contribution of no less than amount to be established by the trustees, per truck, for the maintenance of our private roads. Also advising the aforesaid and any future vendors and peddlers, of the Club Rules, the observance of which will establish their right to continue their selling. Furthermore, the Club reserves the right to limit the number of vendors, of any type, should the number prove a danger to our members or our roads.

g. Motorcycles Prohibited - Motorcycles, motor-bikes, mini-bikes, motorized scooters, or any similar two-wheel vehicle, is prohibited from Club roads due to excessive noise. Out of courtesy for other members and guests, vehicles must be walked or coasted to and from the property within the Unit.

h. Parking Restrictions - All roadways in Ocean Beach Unit #1 are private roads. All parking of motor vehicles, other than temporary parking by trucks and other vehicles while making deliveries and/or repairs shall be prohibited in these roadways.

Parking of motor vehicles shall be made on all lots in the areas adjacent to the cottages and not in the roadways. Limited daytime parking under the control of Ocean Beach Surf Club located at Bay Beach Way shall be permitted with the current Ocean Beach Unit 1 decal.

No parking of any motor vehicle larger than a pick-up truck is allowed on any lot in Ocean Beach Unit 1.

Trucks of mechanics or suppliers, while repairing, building or delivering supplies to cottages are permitted during the daytime, but not overnight.

Members may park their boats on their own lot during the off season, while the Ocean Beach Surf Club Marina is closed.

i. Charcoal Grills - Due to the extreme danger of fire and also due to smoke and other objectionable odors caused by their use: hibachis, charcoal grills, gasoline grills, or stoves or any kind of fire for cooking, other than natural gas, propane, butane or other similar types of clean fuels, shall be prohibited from use on or about any lot or cottage.

j. Pools - No pools permitted in Ocean Beach Surf Club except "kiddie pools" 6 feet Diameter by 12" high.

k. Tents - No sleeping tents of any kind permitted on any property in Ocean Beach Surf Club.

l. Signs- Display of For Sale/For Rent signs may be displayed outside of the residence from Sept 15 to June 15. From June 16 to Sept 14 all signs must be removed and 1 sign may be placed in a window of the residence. No For Sale/For Rent signs are allowed on Bay Beach Way at any

time. A \$100.00 per day fine will be imposed for all violations. Approved 4/30/9 BOT

m. Boats & Trailers- no boats or trailers are to be stored on any property between June 15 and Sept 15. A \$50.00 per week fine will be imposed for all violations

RULE 5 – BEACHES

a. Fires Prohibited- No fires are to be allowed on either Bay Bathing Beach or Ocean Bathing Beach.

b. Fishing Restricted- Fishing shall be confined to the area designated by the Beach Committee & lifeguards when beach is open for bathing.

c. No glass of any kind shall be permitted on any Bathing Beach.

d. Powers of Life Guards

(i). General Police Powers - Article IX, Section 5 and Section 6 of the By-Laws provides as follows: It shall be the duty of the beach committee to take complete charge of the beaches and such committees shall be responsible for maintenance of cleanliness of the beaches and all other matters incident to the proper operation and control of the beaches. This shall be construed to mean that any and all persons who by their actions disregard warnings by the beach committees or life guards or other proper persons in charge of bathing beaches shall be considered disorderly and subject to suspension of membership and/or police action.

(ii). Designation of Recreation Areas - Bathing, surfing, swimming or fishing in beach areas not designated for such shall be prevented by the life guards in attendance who shall hereby be deemed to be in charge of the beach by authority of the Trustees.

(iii). Police Complaints - The life guard in charge, the special deputy or any trustee shall, when

such action is required, make and sign a Dover Township Police complaint against any and all persons, who by their actions, violate safety, health and/or general welfare of either themselves or others. Intoxication, rowdiness, disorderliness, loud, profane, and/or obscene language or indecent actions deemed as such by any of the above persona shall be considered grounds for police action and/or suspension of membership of the member held responsible therefore.

(iv). Trustees Support - The Trustees shall support the action of the Beach Committee and its agent.

(v). Applicability - This ruling shall apply to both Ocean and Bay Bathing Beaches.

e. Picnicking on Beaches Restricted - Picnicking on the Ocean and Bay Beaches, shall be in accordance with regulations promulgated and posted by the Ocean and Bay Beach committee. Consumption of alcoholic beverages is not permitted on the beaches, except during Club functions authorized by the Board of Trustees. Consumption of drugs are prohibited on the beaches at any time.

RULE 6 - BADGES

a. Badges Must be Worn - Membership or Guest badges must be worn at all times by all persons over five (5) years of age using Club Facilities during the entire Summer Season. The beginning and ending dates of the Summer Season will be posted at the badge sales location and at the Beaches and Marina. The Club facilities include the Ocean and Bay beaches, the marina, the playground, parking areas and all roadways.

b. Use of Member Badges - Member badges are provided free to all members in good standing, and may be used by them and their immediate family: children, mother, father and grandchildren only. Anyone other than immediate family may use a member badge only in the presence of the member or the member a immediate family.

- c. One Set of Member Badges - Each membership or family receives only one set of member badges regardless of the number of cottages owned or leased.
- d. Guests of Ocean Beach Surf Club - Any member giving up his or her cottage to anyone other than immediate family, for longer than seventy two (72) hours, are no longer the guests of the member, and become Guests of Ocean Beach Surf Club, and must purchase and wear guest badges during the summer season.
- e. All Renters Are Guests - All persons renting other than immediate family of members, are considered Guests of Ocean Beach Surf Club and must purchase and wear guest badges during the summer season.
- f. Guest Badges Not Beach Badges - Guests must purchase and wear guest badges during the summer season, even if they do not use the beach. These badges should be identified as guest badges or member badges, and not as "beach" badges, to eliminate any confusion that any members or guests may have.
- g. Notification to Renters - It is the responsibility of the member to notify his or her renters in advances:
1. that badges must be purchased and worn during the summer season;
 2. that "Guest Application" must be signed and submitted at least fourteen (14) days in advance;
 3. where the Club rules are posted in the cottage; and
 4. that recycling is mandatory.
- A member who uses a rental agency, should make sure that the rental agent complies with the above, because the member, not the real estate agent is responsible for the acts of the Renters.
- h. Guest Application Required - Members who rent are required to submit signed and completed "Guest Applications" to Ocean Beach Surf Club at least fourteen (14) days in advance of the beginning of the rental period. As a condition of receiving guest badges, the guest is required to sign a guest application that states they agree to abide by the By-laws and Rules of the Club.

These forms may be obtained from the Badge Committee Chairperson and at the Badge Sales area.

i. Undesirables May Not Be Approved - Renters who have serious criminal records or who have caused damage, personal injury or disruption in prior years, may not be accepted as guests of Ocean Beach Surf Club. To avoid any last minute problems, guest applications should be submitted as soon as possible.

j. Members Must Pay if Guests Do Not - Members may include the price of the guest badges in the rent charged, may require the renter to pay in advance with the guest application, or pay for badges on the move in day. However, if the renter fails to purchase the guest badges, the member will be assessed for the amount of the badges, together with all penalties, if any.

k. Sanctions for Misuse of Member Badges - Members who allow "Guests" of Ocean Beach Surf Club to use, or who sell, loan or split member badges with "Guests of Ocean Beach Surf Club" are subject to the following:

1. Suspension of Membership;
2. Seizure of Member badges;
3. Assessment for guest badges;
4. Assessment for guest penalties, if any;
5. Assessment of the sum equal to the entire summer season rate for each violation.

RULE 7 – GUESTS

a. Guest Applications - Any owner giving up his cottage for longer than 72 hours must submit guest application for identification and to facilitate locating anyone in case of emergency.

b. Pets Prohibited - No guests will be permitted to bring a pet(s). Home owners who have dogs

and/or cats are encouraged not to bring them down, but to house them in kennels. The control of dogs and cats is very necessary to the general safety and health of the community. However, any dog or cat brought down to Ocean Beach Unit 1 must be confined to property of the owner and not allowed or permitted to run loose or walk on other's property or curbed on Club's roads. Dogs or cats that annoy neighbors by barking, etc. will not be permitted. Any member who walks his dog on Club roads must carry and use, when needed, an appropriate pooper-scooper or plastic bag in order to pick up and remove. Dogs or cats will not be allowed on the beaches at any time.

c. Non-Family Groups Restricted - Any group of persons or organizations of any kind composed of members of the Ocean Beach Surf Club and who wish to operate in any manner within the confines of Ocean Beach Unit 1 or be in any manner associated or affiliated with Ocean Beach Surf Club, must first obtain approval from the Board of Trustees before any such action and must abide by all rules, regulations, restrictions and supervision as determined by the By-Laws, Amendments thereto, and the Board of Trustees.

d. Members Responsible for Guests - All cottage occupants and temporary visitors, other than Club members and their immediate family, shall be known as "Guests". All members of the Club shall be responsible for the acts of all of their "Guests", including their "Guests" who become "Guests" of Ocean Beach Surf Club. due to the member's absence for seventy two (72) hours, or because of the guests statue as a "renter" as defined in Rule 6 (e).

Any member, immediate family of a member, renter or Guest of Ocean Beach Surf Club, who by vandalism, or otherwise causes damage, injury or annoyance to person or property of other members, or of the Club s property, shall be considered to be acting against the general welfare and property rights and enjoyment of the other members of the community, and the respective member(s) and membership(s) shall be liable for the cost of all damages.

RULE 8 - PENALTIES AND FINES

The following fines and/or penalties will be imposed upon the property owner for violations as follows:

1. Rule 4 d) - Unkempt property - \$100.00 per week after notification (14 days) or work will be performed and charged against the owner.
2. Rule 4 h) - Parking restrictions – Boats, trailers and/or jet skis prohibited on property from time beach opens in June until beach closes in September - \$100.00 per week.
3. Rule 4 j) - Pools - \$50.00 per day.(larger than 6 feet in diameter & 12 inches deep)
4. Rule 4 k) - Tents - \$50.00 per day.
5. Rule 7 b) - Pets prohibited
 - i. Guests violation - No dog or cat permitted - \$50.00 per day to owner of property. ii. Dogs and/or cats are prohibited on the beach - \$50.00 first offense; \$100.00 second offense.
6. rule 4 l) Signs. \$100.00 per day, June 16-Sept 14.
 - a. Rule 4m). Boats & Trailers. \$50.00 per week per violation June 15-Sept 15.
7. rule (a) See rule2-Delinquent Dues

These penalties and fines are in addition to those otherwise set forth in the Rules and By-Laws of Ocean Beach Surf Club. If violations are not cleared and/or fines not paid, beach badges will be withheld from owner and/or guests. Continued failure will result in a lien being place against the property.

"To the extent you would like to contest and/or otherwise resolve this matter through alternative dispute resolution (hereinafter "ADR") you may do so by making a written request for ADR and forwarding same to "Ocean Beach Surf Club - Unit 1, P.O. Box 213, Lavallette, New Jersey 08735" within 15 days of your receipt of this letter. Your request must include a detailed explanation why you contend that you are not in violation, your current daytime and evening telephone numbers, your current mailing address and your current electronic mail address to assure an expeditious ADR. Please note that if you do not correct the violations in accordance with this letter and you do not make a written request for ADR within 15 days of your receipt of this letter you shall be deemed to have waived your right to ADR and the Ocean Beach Surf Club will be entitled to take all appropriate action against you to enforce the Ocean Beach Surf Club governing documents, including but not limited to filing a complaint against you in the Superior Court of New Jersey."

APPLICATION FOR MEMBERSHIP

OCEAN BEACH SURF CLUB UNIT 1

P. O. BOX 213

LAVALLETTE, NJ 08735

Name of Applicant: _____

Spouse's Name: _____

Home Address: _____

Home Phone: _____ Emergency Phone: _____ E-mail _____

Cottage Address: _____

Cottage Phone: _____

Names (and ages) of all persons who will occupy cottage:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

7. _____ 8. _____

Has the Applicant ever rented in OCEAN BEACH? _____

If Yes, Cottage address: _____

The Applicant is of good moral character and will abide by the Rules and Regulations (By-Laws) of the Ocean Beach Surf Club.

The Applicant has voluntarily made the herein contained statement and given the information desired in order to induce and aid the Membership Committee of the Ocean Beach Surf Club in accepting the Applicant for membership. Unanimous approval of the Membership Committee is required before any use can be made of the Club Facilities, such as: Ocean or Bay Bathing Beaches, Boat Basin, Playground, Roads, etc.

The Membership Committee shall investigate, as it deems necessary, the information herein

contained and will maintain, to the best of its ability, the confidentiality of that information.

Is this an ownership that is more than one family? _____

If "yes", please supply the names of the persons in the other family.

Names: _____

Please note: It is a requirement of the Ocean Beach Surf Club that the other persons or families shown above, fill out a separate "Application for Membership".

The Applicant will be responsible for the actions and/or behavior of all occupants at all times.

Signed: Date:

Printed:

RECEIVED COPY OF CONSTRUCTION RULES AND CONSTRUCTION RULES AND BY-
LAWS, RULES & REGULATIONS _____