

**SILVER RIDGE PARK ASSOCIATION EAST**  
**979 EDGEBROOK DRIVE NORTH**  
**TOMS RIVER, NJ 08757**

**PART ONE**

**THE FIFTH SUPPLEMENT**

**DECLARATIONS OF COVENANTS AND RESTRICTIONS**

**PART TWO**

**BY-LAWS AND RULES AND REGULATIONS**

## INTRODUCTION

Silver Ridge Park Association (a/k/a East) is a planned residential retirement community subject to certain Covenants and Restrictions created at the time that Silver Ridge Park was established.

The within booklet of DECLARATION OF COVENANTS AND RESTRICTIONS, as well as the BY-LAWS, are being distributed to inform all Owners of their rights and obligations as residents of Silver Ridge Park. In reading this information, all Owners should be aware that the Developer is no longer involved and that the governing body of the Park is the SILVER RIDGE PARK ASSOCIATION of which each Owner is a voting member.

The Covenants and Restrictions contained herein have been voted on, as herein described, and approved by the required majority of the residents of Silver Ridge Park (East) who have given the responsibility and authority of enforcing these Covenants and Restrictions to the Board Of Trustees of the Association.

It should be noted, in the writing of this Supplement, some changes have been made in the Article and Section numbers as compared to previous Declarations.

If you have any questions concerning your rights and obligations, please feel free to contact the Board of Trustees of the Association.

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DECLARATION OF COVENANTS AND RESTRICTIONS SIXTH SUPPLEMENTAL DECLARATION

THIS FIFTH SUPPLEMENTAL DECLARATION, MADE THIS 14 day of January, 2011 by SILVER RIDGE PARK ASSOCIATION, located at 979 Edgebrook Drive North, Toms River in the Township of Berkeley, County of Ocean and State of New Jersey, hereinafter referred to as the Association.

WHEREAS, R.F. DOSS, INC., the Developer of the planned residential retirement community known generally as Silver Ridge Park filed a Declaration of Covenants and Restrictions dated August 5, 1968 and recorded in the Office of the Ocean County Clerk in Deed Book 2817 at Page 184 outlining a plan of development; and

WHEREAS, the Developer created a plan and scheme to meet the needs and desires of a retirement community as outlined in the aforementioned Declarations original, and

WHEREAS, SILVER RIDGE PARK ASSOCIATION filed a Supplementary Declaration dated September 4, 1980 and recorded in the Office of the Ocean County Clerk in Deed Book 3944 at Page 600 and re-recorded in the Office of the Ocean County Clerk in Deed Book 3948 at Page 621 and also filed a Third Supplementary, recorded as above on May 14, 1998 in Book DB5591, Pages 300 through 339, and also filed a Fourth Supplementary, recorded as above on February 27, 2004 in Deed Book 11933, Page 0368, and also filed a Fifth Supplementary, recorded as above on December 12, 2011 in Deed Book 15051, Page 1501, and

WHEREAS, it is the intention of the Association to add to, modify and compliment said Declaration to further meet the needs, desires and concept of a retirement community as previously recorded by the Developer,

NOW, THEREFORE, the Association, under and by virtue of the DECLARATION OF COVENANTS AND RESTRICTIONS previously filed by the Developer and previously amended by the Association, hereby makes this Declaration, that SILVER RIDGE PARK ASSOCIATION is a planned residential retirement community consistent with appropriate ordinances of the Township of Berkeley, a municipal corporation of the State of New Jersey, which provided for permanent parks, recreational facilities, open spaces, single family living areas, business areas, accessory uses, special uses and other facilities for the benefit of said community.

WHEREAS, SILVER RIDGE PARK ASSOCIATION desires to provide for and assure the preservation of the values and amenities in said community and for the maintenance of said parks, recreational facilities, open spaces and other common facilities and, to that end, desires to subject the real property described in Article 1, together with any additions as may be made hereafter thereto, to the covenants, restrictions, easements, charges and liens, as hereinafter set forth, each of which is and are for the benefit of properties; and

WHEREAS, it has been deemed desirable for the practicable preservation of the values of the lands and improvements to be constructed in said community to maintain an Agency to which has been assigned the powers of maintaining and administering the common properties and facilities in the community and administering and enforcing the Covenants and Restrictions and collecting all assessments and charges hereinafter created by such Agency, and disbursing the same in connection with its function as herein provided; and

WHEREAS, Silver Ridge Park has been incorporated under the laws of the State of New Jersey as a non-profit corporation as the SILVER RIDGE PARK ASSOCIATION, for the purpose of exercising the functions as aforementioned.

NOW, THEREFORE, under and by virtue of the within instrument, the real property, as hereinafter described in Article 2 hereof, shall be held, transferred, sold, conveyed and occupied subject to the Covenants and Restrictions, as well as the charges and liens, as hereinafter set forth. The SILVER RIDGE PARK ASSOCIATION shall have the power to enforce said Covenants and Restrictions by any lawful procedure, whether in law or equity, or by any other lawful means.

**ARTICLE 1      DEFINITIONS**

The following words when used in the Declaration shall have meaning as follows:

- (a) "Association" shall refer to the Silver Ridge Park Association .
- (b) "The Properties" shall mean and refer to all of the lands as described in Article 2 hereof, and any additions thereto that are to be subject to this DECLARATION of any Supplementary DECLARATION under the provisions of the Article providing for such additions as herein set forth. This is hereinafter known as the Property.
- (c) "Common Property" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties intended to be devoted to the common use and enjoyment of the Owners of the Property.
- (d) "Lot" shall mean and refer to any Plot of land shown on any recorded subdivision map of the properties with the exception of common properties as hereto defined.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon the Property designated and intended for use and occupancy as a residence by a single family.
- (f) "Commercial Area" shall mean and refer to any Plot of land shown on any recorded subdivision map of the properties and so designated thereon.
- (g) "Neighborhood Business Area" shall mean and refer to those areas contained in the commercial areas shown on any recorded subdivision map of the property and so designated thereon.
- (h) "Owner" shall mean and refer to only the men or women, or their estates upon their death, or trusts who have fee simple title to any Lot or Living Unit situated upon the properties as permitted by the Silver Ridge Park Association Declaration of Covenants and Restrictions, including all amendments thereto, which fee simple title is recorded with the Ocean County Clerk but shall not mean the mortgagee of a Living Unit or Lot. Notwithstanding any other provision contained in the Silver Ridge Park Association Declaration of Covenants and Restrictions, including all amendments thereto, no corporation, limited liability corporation, shelter, company, partnership, limited partnership, business organization, trade name or organized entity of any kind, other than human beings (other than estates or trusts), shall be entitled to purchase or otherwise acquire title to a Living Unit or Lot to the properties."
- (i) "Member" shall mean and refer to Owners of Lots and/or Living Units subject to this Declaration.
- (j) "Non-Voting Member" shall mean and refer to Homeowners of the Association who are delinquent in their dues and are not eligible to vote on any Ballot.
- (k) "Board of Trustees" shall mean and refer to the Officers of the Association and the group of individuals voted into office by the Association Members of each section and thereby given the authority and responsibility to enforce the Declaration of Covenants and Restrictions and the By-Laws of the Association.

(l) "Developer" R.F. DOSS, INC., a corporation in the state of New Jersey, or any successor in right, title and interest of said R.F. DOSS, INC.

(m) "Assessment Year" shall mean and refer to the fiscal year of the Association, April 1st to March 31<sup>st</sup>.

(n) "Legal Holidays" shall mean and refer to any Federal holiday.

(o) "Applicability" shall mean and refer to the recording or acceptance of a deed conveying a Living Unit, Lot, or any interest thereon, or any Ownership interest in the property whatsoever or the entering into a lease or the act of occupancy of any Living Unit shall constitute an agreement that this Declaration of Covenants and Restrictions and the rules and regulations of the Association, as they may be amended from time to time, are accepted, ratified and will be complied with. Each purchaser of a Living Unit will, by virtue of his, her or their Ownership become a member of the Association.

(p) "Out-Building" shall mean and refer to any enclosed structure of a temporary or permanent nature, located more than 6 (six) inches from the dwelling.

(q) "Fences and Railings" shall mean and refer to fences and railings constructed of wood, plastics or metal.

(r) "Family Member" shall mean and refer to a spouse, child, son-in-law, daughter-in-law, grandchild, nephew, niece or a sibling of the resident Owner(s).

(s) "Good Standing" shall mean an Owner who does not owe any monies to the Association, or an Owner whose Associate Member and Resident does not owe any monies to the Association, or, an Owner who has been offered the opportunity to participate in alternate dispute resolution by either the Association or an Owner and has not declined to participate in alternative dispute resolution, or, an Owner who is not in violation of the Declaration, By-Laws and any Rule, or, and Owner whose Associate Member and Resident is not in violation of the Declaration, By-Laws and Rules and Regulations.

(t) "Statutory Good Standing" shall mean the status solely with respect to eligibility to (1) vote in executive board elections, (2) to vote to amend the bylaws, and (3) nominate or run for any membership position on the executive board – applicable to an Association member who is current on the payment of common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed, and which Association member has not failed to satisfy a judgment for common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed. An Association member is in statutory good standing if he is in full compliance with a settlement agreement with respect to the payments of assessments, legal fees or other charge lawfully assessed, or the association member has a pending, unresolved dispute concerning charges assessed which dispute has been initiated: through a valid alternative to litigation pursuant to subsection c. of section 2 of P.L. 1993, c30(C.45:22A-44)."

(u) "Declaration" shall mean and refer to the Association Declaration of Covenants and Restrictions

(v) "By-Laws" shall mean and refer to the By-Laws of the Association.



**ARTICLE 2      PROPERTIES SUBJECT TO THIS DECLARATION: ADDITIONS HERETO**

**SECTION 1      EXISTING PROPERTY**

The land which is and shall be held, transferred, sold, conveyed and occupied, subject to this DECLARATION is more particularly described as follows, to wit:

All that certain Lot, tract or parcel of land and premises situate, lying and being in the Township of Berkeley, in the county of Ocean and State of New Jersey, described as follows:

BEGINNING at a point in the center of Wrangle Brook, said point being the north end of a boundary line agreed upon by Ralph P. Gowdy and Mildred P. Gowdy, his wife, and Margaret S. Major, as described in an agreement recorded in the Ocean County Clerk's Office on August 31, 1966 in Deed Book 2621, page 31 and running thence from said beginning point (1) easterly down the center of Wrangle Brook to a point at the intersection of the center of Wrangle Brook and a line on course north 04 degrees, 39 minutes 21 seconds from west from a point distant 3729.0 feet on a course south 58 degrees 50 minutes 33 seconds east from the northerly most monument described in the boundary line agreed upon between Gowdy and Major referred to above; thence (2) south 04 degrees 39 minutes 21 seconds west, passing over the point at the end of the 3729.0 foot course mentioned above, and beyond said point 131.06 feet to a point; thence (3) north 69 degrees 52 minutes 28 seconds west 130.98 feet to a point; thence (4) south 49 degrees 13 minutes 43 seconds west 340 feet more or less to the center of Davenport Branch; thence (5) westerly up Davenport Branch to the southerly end of the above mentioned boundary line agreed upon by Gowdy and Major; thence (6) north 24 degrees 17 minutes west passing over four concrete monuments 2110 feet more or less to the point or place of beginning, containing 100 acres more or less.

**SECTION 2      EXEMPTIONS FROM EXISTING PROPERTY**

Those areas shown on any filed subdivision map of the property and designated thereon either as neighborhood, business or commercial.

**SECTION 3      ADDITIONS TO EXISTING PROPERTY**

The additions authorized under this and succeeding subsections shall be made by filing of record a SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS with respect to the additional properties which shall extend the scheme of the covenants and restrictions of this DECLARATION to such property. Such supplementary Declaration may contain such additions and/or modifications as may be necessary to reflect a different character of the added properties, so long as the changes are not inconsistent with the scheme of the DECLARATION. In no event however, shall any Supplementary Declaration revoke the existing DECLARATION OF COVENANTS AND RESTRICTIONS.

Any person or persons who purchase any Lot or Living Unit, that may be subsequently added to the existing properties, shall have the voting rights in the Association, right of enjoyment to all of the common properties and other benefit or benefits incident to membership as well as be bound by all obligations of membership equal to the then members of the Association.

**ARTICLE 3 COVENANT FOR MAINTENANCE ASSESSMENTS**

**SECTION 1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS**

Each Owner of any Lot or Living Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay the Association:

1. All annual assessments or charges, payable quarterly.
2. Special assessment to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereof, and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**SECTION 2 PURPOSE OF ASSESSMENTS**

The assessments levied by the Association shall be used exclusively for the purpose of recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof.

**SECTION 3 BASIS AND COST OF ANNUAL ASSESSMENTS (DUES)**

Until the Board of Trustees, together with the members of the Association, determine that a greater assessment basis is needed, the assessment shall be as last recommended by the Board of Trustees and adopted by vote of the Members of the Association. The Budget must have the assent of the majority of the eligible votes cast by Members of the Association in Good Standing. A meeting will be called by the Board of Trustees to explain the Budget, notice of which shall be distributed to all Owners by mail or personal delivery at least fifteen (15) days prior to the meeting. The notice shall include a copy of the proposed budget and a Ballot to accept or reject it. Voting shall be by mail-in Ballot only and shall require the Owner's signature and their current Association address. Ballots will be due no more than 15 days following the meeting and must be mailed or hand delivered to the Association office or deposited in the Association Ballot box. Results of the voting shall be announced at the Annual Meeting.

The assessment shall be due and payable to the Association on the first day of each quarter beginning January, April, July and October. Late charges shall be applicable thirty (30) days after the beginning of the quarter.

The Finance Committee shall annually recommend a budget for the Association determining the amount of the assessment (dues) and any special assessment.

SECTION 4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a Special Assessment, applicable to that year only, for the reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties. Such special assessment must have the assent of the majority of eligible votes cast by Members of the Association in Good Standing. A meeting will be called by the Board of Trustees to explain the reasons for the Special Assessment, notice of which shall be distributed to all Owners by mail or personal delivery at least fifteen (15) days prior to the meeting. The notice shall include a copy of the proposed Special Assessment and a Ballot to accept or reject it. Voting shall be by absentee Ballot only and shall require the Owner's signature and their current Association address. Ballots will be due no more than 15 days following the meeting and must be mailed or hand delivered to the Association office or deposited in the Association Ballot box. Results of the voting shall be announced at the next monthly Homeowners Meeting.

SECTION 5 QUORUM REQUIRED FOR ANY ACTION UNDER SECTIONS 3 & 4

At the meeting called, as provided in Sections 3 & 4, of all the Association Members eligible to vote, those voting shall constitute a quorum. Approval of any action shall be a simple majority of eligible votes cast.

SECTION 6 EFFECT OF NON-PAYMENT OF ASSESSMENT, THE PERSONAL OBLIGATION OF THE OWNER, THE LIEN, REMEDIES OF THE ASSOCIATION

In the event one or more of the payments of the annual assessments are not paid within 30 days of the due date, or a special assessment duly authorized is not paid within 30 days of the due date, then the assessment shall become delinquent and shall, together with such interest and late fees thereon, as may be determined by the Board of Trustees and costs of collection thereon, including all Attorney's fees incurred by the Association, be a continuing lien upon the Lot and Living Unit and shall be binding upon the Lot and Living Unit and shall be a personal obligation of the Owner and the Owner's successors, heirs or assigns. The Association may bring an action at law against the Owner personally, for his failure to pay, or to foreclose against the Lot and Living Unit in the sole discretion of the Board of Trustees.

SECTION 7 SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessment provided herein, shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Owner or subsequent Owner, if not satisfied at closing, from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

SECTION 8 EXEMPT PROPERTY

The following property subject to this Declaration shall be exempted from the assessments, charges and lien created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All common properties as defined in Article 1, Section 1 hereof;
- (c) All properties exempted from taxation by the Laws of the State of New Jersey upon the terms and to the extent of such legal exemption;
- (d) Commercial and neighborhood business areas as excepted in Article 2.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

#### **ARTICLE 4 RIGHTS IN THE COMMON PROPERTIES**

##### **SECTION 1 MEMBER'S EASEMENTS OF ENJOYMENT**

Subject to the provisions of Sections 2(c) and 2(d), every member shall have the right of easement and enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

##### **SECTION 2 EXTENT OF MEMBER'S EASEMENTS**

The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common properties and in aid thereof to mortgage said properties.
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against judgment by law or foreclosure.
- (c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- (d) The right of the Association to charge reasonable admission, rental and other fees for the use of the common properties.
- (e) The right of the Association to dedicate or transfer all or any part of the common property to any public agency, authority or utility for such purposes and subject to conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast a majority of 225 votes of the Membership has been recorded, agreeing to such dedication, transfer, purpose or condition and, unless written notice of the proposed agreement and such action thereunder is sent to every member at least ninety (90) days in advance of any action.

**ARTICLE 5      MEMBERSHIP AND VOTING RIGHTS**

**SECTION 1      MEMBERSHIP**

Every Owner shall be a member of the Association

The Board of Trustees shall annually establish an initial capital contribution assessment which shall be charged to every Owner acquiring title to any Lot and/or Living Unit by deed or other form of transfer which is permitted under New Jersey law, this Declaration and the By-Laws, where the consideration given for such deed or other form of transfer is for fair market value. Such initial capital contribution assessment shall be collected by the Association from the Owner acquiring title to any Lot and/or Living Unit by deed or other form of transfer within five (5) business days of the closing or transfer of title.

Title to any Lot and/or Living Unit by deed or other form of transfer which is permitted under New Jersey law, this Declaration and the By-Laws, where the consideration given for such deed or other form of transfer is not for fair market value, and, which is to benefit the transferring Owner but not for such transferring Owner's immediate and direct pecuniary benefit, including estate planning purposes, divorce, death or mental incompetence, the Association may, subject to written approval from the Association prior to such title change or other form of transfer, waive the obligation of the Owner acquiring title to any Lot and/or Living Unit by deed or other form of transfer to pay the initial capital contribution assessment.

The initial capital contribution assessment shall be based upon and used to fund exigent needs which arise from or relate to the Common Property and/or to fund the Association replacement fund(s) for future expenditures by the Association for Common Property and/or to fund the Association reserve fund(s) for future expenditures of the Association to the extent such reserves are deemed deficient by the Association, including but not limited to those reserves being deemed deficient or under-funded to meet future needs by a New Jersey licensed engineer retained by the Association to evaluate the Association's reserves for the Common Property.

Every Owner acquiring title to any Lot and/or Living Unit by deed or other form of transfer shall be jointly and severally liable to pay the initial capital contribution assessment. Notwithstanding any other provisions in this Declaration, the By-Laws and Rules And Regulations, in the event such Owner fails to pay the initial capital contribution assessment within five (5) business days of the closing or transfer of title to their Lot and/or Living Unit, such Owners shall be assessed a fine of not less than \$500 (five hundred dollars) as determined by the Board of Trustees, plus an additional fine of not less than \$25.00 per day as determined by the Board of Trustees for each day the non-compliance persists, and, all attorneys' fees and costs incurred by the Association to enforce the terms and conditions of this Article 5 of these Declarations. All such fines, as well as all attorneys' fees and costs incurred by the Association to enforce the terms and conditions of this Article 5 of these Declarations shall constitute a continuing lien on the Lot and/or Living Unit of the Owner acquiring title to any Lot and/or Living Unit by deed or other form of transfer until paid in full by or on behalf of the current Owner or future Owner, with or without the filing of any such lien specific to the Lot and/or Living Unit, this filed Declaration being sufficient constructive notice, and, the Association may foreclose upon such lien in the same manner as the foreclosure of real estate mortgages and be entitled to recover all attorneys' fees and costs incurred by the Association relative to such foreclosure, whether or not such foreclosure is consummated.

Additionally, in the event such Owner fails to pay the initial capital contribution assessment within five (5) business days of the closing or transfer of title to their Lot and/or Living Unit the current Owner or future Owner shall be subject to the Association bringing or participating in any appropriate legal or equitable action seeking a judgment against all such Owners, jointly and severally, in a court of competent jurisdiction for all damages and relief, including a judgment for all attorneys' fees and costs incurred by the Association arising from and relating to the current or prior Owner's failure to pay the initial capital contribution assessment.

Also, in the event an Owner fails to pay the initial capital contribution assessment, including any such previously unpaid initial capital contribution assessments relative to their Lot or Living Unit, within five (5) business days of the closing or transfer of title to their Lot and/or Living Unit such Owners, and all people residing, visiting or occupying their Lot and/or Living Unit, including future Owners, shall be prohibited from using the Common Property unless and until all monies due the Association are paid in full.

Membership in the Association is non-transferable and any attempt to transfer shall be null and void; shall lapse and terminate when any member ceases to be the Owner of record of any Lot or Living Unit.

## SECTION 2 VOTING RIGHTS

Any Owner not in Good Standing shall be prohibited from voting in every vote taken by the Owners in Good Standing with the exception that every Owner in Statutory Good Standing shall be eligible to (1) vote in executive Board elections; (2) vote to amend the By-Laws; and (3) nominate themselves or other Owners in Statutory Good Standing to run for the Board of Trustees.

Each Lot or Living Unit shall be entitled to one full vote if the Owners of such Lot are eligible to vote.

## **ARTICLE 6 FINES AND PENALTIES**

The Board of Trustees reserves the right to establish, impose and collect fines as provided within the laws of the State of New Jersey, against any Member for noncompliance with the Declaration of Covenants and Restrictions or By-Laws as set forth herewith.

Such fines, when imposed by the Board of Trustees, shall become due and payable at such time as they are imposed. However, if not paid within 30 days of such time as imposed, then and in that event, such fines shall be collected pursuant to law at Owner's expense.

## **ARTICLE 7 ARCHITECTURAL CONTROL**

### SECTION 1 ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee of the Association shall consist of either:

- (a) The Board of Trustees of the Association;
- (b) A standing Committee composed of not less than three (3) persons approved by the Board of Trustees

It is the responsibility of the Architectural Control Committee to preserve and maintain the park-like setting of Silver Ridge Park East Community. To that end, residents who wish to make alterations to

their property must submit an *Architectural Control Committee Request for Approval* form available in the Park Echo or from the office *and* a drawing of the proposed project.

The Committee has the authority to require Owners to comply with the Declaration, By-Laws and Rules and Regulations as pertains to architectural changes.

After approval by the Committee, the Chairperson of the Architectural Control Committee will submit a motion for the approval of each request at the next Homeowners Monthly Meeting.

## SECTION 2      ALTERATIONS REQUIRING APPROVAL

Plans and specifications showing the nature and location of the requested alteration to the resident's property must be submitted to and approved by the Architectural Control Committee. A site visit is required in most cases.

Storage Sheds: Defined as any outside enclosure, either constructed or molded, located within the sidelines of the Living Unit in the backyard and six (6) feet from the property line. The structure shall not occupy a space of more than 10' x 12' x 8' in height. It shall conform to the color of the home or be of a neutral hue. The construction shall be of a substantial nature and in aesthetic and architectural harmony with the Living Unit and the surrounding unit and Lots.

Fences: ***All fences must be approved by the architectural committee before installation.***

All fences will be installed on grade. They may not be placed on a berm. All fences/privacy panels must be within the sidelines of the house and not visible from the street. Fences are not permitted on the property line. (Most rear property lines are 110 feet from the curb.) Fences may be made of wood, plastic/vinyl or metal (no chain link is allowed). Fences must be maintained. Rear yard fences, no higher than 4 feet, will start at the original foundation and not extend more than 14 feet from the house. The fence may extend the length of the house. Only two privacy panels are allowed. The panel can be no larger than 6 feet high x 8 feet wide and be open-slatted or lattice. If two panels are placed near each other, there must be at least 4 feet between them. The panels may not be further than 14 feet from the house. Temporary garden fences are allowed ***with approval.***

Fire Pits: Anything that does not have a chimney requires approval by the Committee. A permit is required by the New Jersey Forest Fire Service. No open flame is allowed on decks, however, propane is acceptable.

Decks: Must be within the sidelines of the unit, including stairs. There is not a size restriction other than any imposed by the township based on easements. A letter will be issued to take to the township for permits.

Driveways: Replacement and widening of driveways require approval.

Any other additions, changes or alterations, to be made to the exterior of any existing building or structure must be submitted for approval. Any work requiring a permit from the township of Berkeley requires approval from the committee which will then issue a letter to take to the township. Besides those already listed above, these include solar panels, AC Condensers, enlarging the opening for windows and doors, dumpsters, and changes that increase the existing previous surface such as

driveways, patios, pavers, etc. Berkeley Township will not issue a permit without the approval of the project by the Association.

Dumpsters/Pods require permission from the Association. The form can be obtained from the office. The approval by the Association or the Architectural Control Committee shall in no way alleviate the Member from applying for and obtaining all necessary permits for which the Township of Berkeley has jurisdiction.

Once a project is completed, a final approval visit will be scheduled for assure compliance with the planned alteration and construction site clean-up.

### SECTION 3 RESTRICTIONS

No changes are permitted to the front façade of the Living Unit.

No structure of a temporary, or permanent, character of any kind shall be used either temporarily or permanently by human beings, plants, animals or any other life form. This includes dog houses and dog runs.

No trailer, boat, recreational vehicle, tent or barn shall be put on any Lot or Living Unit either temporarily or permanently.

In no event shall the Board of Trustees or the Architectural Control Committee approve or allow a Lot property line fence or wall, swimming pool or barn, either of permanent or temporary character, to be erected, moved on, installed, commenced or maintained, upon the Properties.

Stones are not to be used as a substitute for a lawn on private property.

### SECTION 4 TIME FOR APPROVAL

In the event the Association, either through its Board of Trustees or its designated Committee, shall fail to take any action either approving or disapproving any plans and specifications, as referred to in Section 1 thereof, within sixty (60) days after said plans and specifications are submitted to it, then it shall be presumed that such plans and specifications have been approved and further approval will not be required and the provisions for approval, as provided for within this article will be deemed to have been fully complied with.

### **ARTICLE 8 EASEMENTS**

The Association hereby reserves an easement in, over, under and across all streets and public areas as may be shown on any filed map of the property for the purpose of maintaining utility services thereon, together with the right to transfer its right in such easements to any third party or corporation who may provide such utilities and services to maintain same.

### **ARTICLE 9 EXTERIOR MAINTENANCE - RESPONSIBILITY**

The Owner of each Lot or Living Unit shall be solely responsible for the exterior maintenance of their Lot and/or Living Unit, and shall be solely responsible for the expenses and costs therefore, including the following: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces,



trees, shrubs, grass, walks and other exterior improvements. In the event, however, that the Owner allows the Lot or Living Unit to become unsightly in the opinion of the Association, then the Association shall give said Owner up to thirty (30) days written notice requesting that the condition be corrected. In the event that said Owner does not correct the condition within the time frame stated therein, the Association may thereafter impose a daily fine until the condition is corrected. Should the condition on any Lot or Living Unit have the potential to cause bodily injury or property damage to any person, the Association may undertake to correct the condition at the Owner's exclusive cost and expense, which shall, along with Attorney's fees incurred by the Association become a continuing lien upon the Lot which shall bind the Lot of the Owner as well as such Owner's successors in title and assigns and otherwise be the personal obligation of the Owner and the Owner's successors in title to the Lot. This lien may be foreclosed in the same manor of the foreclosure of real estate mortgages as provided in Article 3 Section 6 of this Declaration.

#### **ARTICLE 10 RESTRICTIONS AND SUBSEQUENT TRANSFER**

WHEREAS, it is the intention of the Association to add to, modify and compliment Article 10 of the Declaration to further meet the needs and desires of a retirement community while preserving the concept of a development for the elderly,

NOW, THEREFORE, the Association, under and by virtue of the DECLARATION OF COVENANTS AND RESTRICTIONS previously filed by Developer and previously amended by the Association, hereby substitutes the following in the place and stead of ARTICLE 10, which covenants and restrictions shall run with and bind the land and shall enure to the benefit of and be enforceable by the Association as well as each Lot or Living Unit Owner;

- (a) No member of the Association as defined in this Declaration shall be less than the age of fifty-five (55) years; provided, however, that in the event a Lot or Living Unit is owned by a husband and wife as tenants by the entirety only one of the spouses must meet the requirements of this Article.
  - (b) No sale, transfer, gift, devise, assignment or grant of a Lot or Living Unit shall be made until the existing Owner or Owners who desire to transfer, make full disclosure to the Association that the prospective purchaser meets all of the qualifications incident to Membership in the Association. This provision is not intended to deprive any Owner member of their rights, privileges and amenities under the Constitution of the United States of America and the State of New Jersey. The intention of the Association is to maintain a community in accordance with 24 CFR 100-306(4), 24 CFR 100-306(5), 24 CFR 100-306(6) and Berkeley Ordinance No. 22-13-OA where only persons fifty-five (55) years of age and older, along with either their respective spouse or domestic partner, shall purchase a Lot or Living Unit to assure that the Association does not have its age-restricted status pursuant to 42 U.S.C. 3601 C4 et.seq. revoked.
  - (c) No Owner of a Lot or Living Unit shall lease his Lot or Living Unit to any person or persons unless said Owner has, in writing, made full disclosure to the Association that said prospective tenant meets the qualifications of membership in the Association, specifically that said prospective tenant would qualify as purchaser, as provided in Paragraph (a) of this Article.
- (c-1) Each Owner of a Lot or Living Unit subject to the Silver Ridge Park Association Declaration of Covenants and Restrictions, By-Laws, Rules and Regulations, including all amendments thereto, must prior to signing or entering into any rental agreement for such Lot or Living Unit, first provide to the

Association, a copy of the lease agreement along with two (2) forms of picture identification demonstrating that each prospective lessee is fifty-five (55) years of age or older unless the lessees are husband and wife, or domestic partners pursuant to the Domestic Partnership Act, N.J.S.A. 26:8A-1 et seq., in which case a marriage certificate or other written documentation satisfactory to the Association which proves the persons to be regarded as married or domestic partners under New Jersey law is provided along with two (2) forms of picture identification for each person demonstrating that at least one spouse or domestic partner is fifty-five (55) years of age or older.

(c-2) The Association may conduct a background investigation upon each and every lessee of a Lot or Living Unit subject to the Silver Ridge Park Association Declaration of Covenants and Restrictions, By-Laws, Rules and Regulations, including all amendments thereto, to ensure that each lessee is in compliance with the requirements of the Silver Ridge Park Association Declaration of Covenants and Restrictions, By-Laws, Rules and Regulations, including all amendments thereto, and all such costs for conducting such a background investigation shall be paid to the Association by the Lot or Living Unit Owner prior to the Association issuing its written consent to the lease.

(c-3) The Association may seek to have any and all proposed lease agreements for a Lot or Living Unit subject to Silver Ridge Park Association Declarations of Covenants and Restrictions, By-Laws, Rules and Regulations, including all amendments thereto, reviewed by legal counsel to ensure compliance with all local, state and federal law and the Silver Ridge Park Association Declaration of Covenants and Restrictions, By-Laws, Rules and Regulations, including all amendments thereto, and all such attorneys' fees for conducting such a legal review shall be paid to the Association by the Lot or Living Unit Owner prior to the Association issuing its written consent to the lease.

(c-4) Prior to any Owner of a Lot or Living Unit subject to the Silver Ridge Park Association Declaration of Covenants and Restrictions, By-Laws, Rules and Regulations, including all amendments thereto, renting such Lot or Living Unit, such Owner must first present to the Association an AGREEMENT REGARDING SILVER RIDGE LEASEHOLD PROPERTY in a form authorized by the Association signed and dated by the Owner of such Lot or Living Unit and signed and dated by the prospective tenant or tenants of such Lot or Living Unit.

(c-5) Each Owner of a Lot or Living Unit entering into a lease agreement with a tenant who is fifty-five (55) years of age or older and has not previously resided at the Lot or Living Unit which is subject to the governing documents of the Association shall pay a fee to the Association in the form of an administrative fee and such administrative fee shall be paid to the Association by the Lot or Living Unit Owner prior to the Association undertaking the review process relative to the Lot or Living Unit lease subject to the Silver Ridge Park Association Declaration of Covenants and Restrictions, By-Laws, Rules and Regulations, including all amendments thereto.

(c-6) Every lease or occupancy agreement entered into by any Owner of a Lot or Living Unit subject to the Silver Ridge Park Association Declaration, By-Laws and Rules and Regulations, including all amendments thereto, obtained without the prior express written consent of the Association is in violation of Paragraphs (b), (c) and (d) of Article 10 of the Silver Ridge Park Association Fifth Supplementary Declaration of Covenants and Restrictions filed with the Ocean County Clerk December 12, 2011 and shall subject all Owners of the Living Unit to a fine and reimburse the Association for all costs and expenses, including, but not limited to attorneys' fees incurred by the Association to address the violation and/or otherwise arising from such violation and said fines, attorneys' fees and costs shall constitute a charge on the land and shall be a continuing lien upon the property at issue and shall be a

personal obligation of all applicable Lot Owners of the Living Unit at issue and those occupants of the Living Unit and shall in all respects be treated in the same fashion as an annual assessment and special assessment pursuant to Article 3 of the Silver Ridge Park Association Declaration of Covenants and Restrictions.

(c-7) Such an assessment obligation is used to offset and defray costs and expenses incurred as a result of enforcement activity taken by the Association deemed necessary to promote the recreation, health, safety and welfare of the Owners and occupants of Living Units with respect to said Living Units and the associated common properties and facilities. The imposition of a "fine" is not intended to limit any rights, remedies, claims or damages of the Association, including, but not limited to, the imposition of attorneys' fees and costs.

(d) No transfer, as provided in Paragraph (b) and (c) above, by deed, lease or otherwise, shall be made by the Owner of any Lot or Living Unit until he or she has received written certification from the Association that the prospective transferee qualifies as a member of the Association.

(e) In the event that any Owner of any Lot or Living Unit shall die leaving as an heir a spouse/domestic partner who had been jointly occupying the Lot or Living Unit and does not qualify as a member of the Association by reason of the fact they are less than fifty-five (55) years of age, such surviving spouse/domestic partner may continue to occupy the Living Unit while under the age of fifty-five (55) years unless such surviving spouse/domestic partner either remarries a person younger than fifty-five (55) years of age or cohabitates with another person younger than fifty-five (55) years of age. As used herein, the term domestic partner shall mean those persons deemed a domestic partner pursuant to the Domestic Partnership Act, N.J.S.A. 26:8A-1 et seq.

A child of the fifty-five (55) years of age or older parent-Owner (hereinafter "parent-Owner") of a Living Unit, who is between nineteen (19) years of age and under fifty-five (55) years of age who is living with the parent-Owner in the Living Unit may do so as long as the parent-Owner of said child is a full-time resident of the Living Unit. No such child shall be permitted to reside at the Living Unit in the event that said parent-Owner resides away from the Living Unit more than ninety (90) days during any calendar year. However, upon the death of the parent-Owner, said child must vacate the Living Unit within one hundred twenty (120) days of the parent-Owner's death. Nevertheless, for good cause shown, the Trustees may extend this one hundred twenty (120) day period for an additional sixty (60) days.

In the event an Owner of any Lot or Living Unit shall die leaving an heir who does not qualify as a member of the Association by reason of the fact that they are less than fifty-five (55) years of age, such heir may lease out the Lot or Living Unit subject to the requirements set forth in Articles 10(c) and 10(d) once proof of Ownership has been submitted to the Association. Such heir is subject to a membership fee as stipulated in Article 5 Section 1.

Any live-in caregiver who is serving as a live-in caregiver of the resident of a Living Unit who is fifty-five (55) years of age or older and provided written documentation is given to the Board of Trustees that the resident requires live-in care may occupy the Living Unit. In the event said resident of a Living Unit is fifty-five (55) years of age or older is alive but not residing at the Living Unit, the live-in caregiver may not reside in the Living Unit. Upon the death of said resident of a Living Unit, any such live-in caregiver must vacate the Living Unit within thirty (30) days of the death of any such person for which he or she was providing care.

(f) No building shall be used except for residential purposes.

- (g) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- (h) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
- (i) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and further provided that they are restricted to the Owner's Lot and/or Living Unit, unless they are on a leash.
- (j) No Lot or common properties shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (k) No permanent clothesline may be installed by the Owner of any Lot or Living Unit in the property. Collapsible umbrella type or similar prefabricated drying apparatus may be used provided it is removed after use. Clothesline shall not be used on Sundays.
- (l) There shall not be more than four (4) persons living as occupants in a Living Unit on either a permanent or temporary basis.
- (m) The Owner of any Lot or Living Unit shall not permit the same to be occupied on a permanent basis, as a member of the family or otherwise, by any person under the age of eighteen (18) years.
- (n) The Owner of a Lot or Living Unit shall not permit the same to be occupied on a temporary basis, as a member of the family or otherwise, by any person under the age of eighteen (18) years for a period in excess of thirty (30) days in a calendar year, except under exceptional conditions as approved by the Board of Trustees.
- (o) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- (p) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- (q) No work of a noisy or obnoxious nature shall be done on Sunday prior to 10AM and after 6PM and on weekdays and Saturdays prior to 8am and after 8PM except in case of severe emergency conditions approved by the Board of Trustees. Contractors of any kind (landscapers, roofers, etc.) are prohibited on Sundays.
- (r-1) Restrictions on Leasing
- a. Except as hereinafter provided, no Home/Lot shall be leased by the Lot Owner thereof for a rental period less than one (1) year (three hundred sixty-five (365) days). These rental restrictions shall not apply to a Lot Owner already leasing his/her home at the time that this Amendment is adopted and recorded, except that such terms will take effect commencing when the then current lease term is concluded. By way of example only, if a Lot Owner has a six (6) month lease today, with a term of five (5)

months remaining, then at the time of renewal or if leasing to a new tenant, then the lease must be for a term of at least one (1) year.

b. No Lot Owner may lease less than an entire Home. Lot Owners must comply with all municipal requirements for renting their Home, such as, any application for residential rentals. Lot Owners must receive all necessary approvals from the municipality before a Home can be leased.

(r-2) Exceptions from leasing restrictions.

a. Except as provided by the Declaration or By-Laws, once a Lot changes ownership, voluntarily or otherwise and any residency requirements are met, any Lot Owner must apply for a Rental Permit and shall be subject to all provisions of this Amendment.

b. In cases of hardship, when the Lot Owner is unable to enter into a lease with a tenant to lease for a term of one (1) year, a Lot owner may apply to the Board for an exception to the leasing restriction and the Board is permitted to consider a term of less than one (1) year. The Board may consider all relevant factors for the exception but will consider the following:

i. Loss of a job;

ii. Job transfer;

iii. Inability to find a tenant willing to lease for the term of one (1) year.

c. The Association shall be exempt from this Lease Restriction should the Association take ownership of a Lot by way of Execution against Real Property or Foreclosure.

(r-3) Requirement for Written Lease.

a. Lot Owners who are eligible to rent their Home, may only do so pursuant to a written lease that is subject to the Association's Declaration, By-Laws, Rules and Regulations, as well as Resolutions adopted by the Board, as they may be amended from time to time, and any other documents referred to herein (hereinafter referred to as "Governing Documents."). Failure of the lessee to fully comply with the terms and conditions of the written lease and such Governing Documents shall constitute a material default under the lease and be grounds for termination and eviction. A copy of the written lease must be supplied to the Board that is signed by the Owner and tenant, with a completed copy of any required Association Lease Rider attached.

b. Except as provided by the Declaration or By-Laws, once a Lot changes ownership, voluntarily or otherwise and any residency requirements are met, any Lot Owner must apply for a Rental Permit and shall be subject to all provisions of this Amendment.

(r-4) Remedies for Non-Compliance with Rental Regulations and Restrictions.

a. In the event a Lot Owner of a Home fails to comply with the provisions of the Governing Documents and/or this Amendment, then, in addition to all other remedies which it may have, the Association shall notify the Lot Owner of such violation(s) and demand that the same be remedied through the Lot Owner's efforts within thirty(30) days after such notice.

b. Lot Owners violating the above restrictions may be subject to a fine of \$1,000.00 for each month that a Home is rented which is in violation of the previously mentioned Restrictions (unless granted a hardship extension by the Board) plus reasonable counsel fees incurred by the Association to gain compliance.

(r-5) Two (2) Year Residency Requirement.

a. Any Owner who obtains title to a Lot (voluntarily or involuntarily), on or after the date this Amendment to the Declaration is recorded with the County Clerk's office, shall be required to reside in their Home for a period of two (2) years before that Home is eligible to be rented. Lot Owners shall provide proof of the required two (2) year residency to the Association prior to rental of the Home. If after the date of filing of this Amendment with the County Clerk a new Lot Owner takes title to a Lot

that already has a tenant properly in place with a lease that has not expired, then that tenant shall be permitted to reside in the Lot for the duration of their then current lease term only and upon the termination of such lease, the new Lot Owner must provide proof of the new Lot Owner's required two (2) year residency before being able to rent the Home again.

b. No Lot Owner may lease less than an entire Home/Lot. Lot Owners must comply with all Municipal requirements for renting their Home, such as, any application for residential rentals. Lot Owners must receive all necessary approvals from the municipality before a Home can be leased.

(r-6) Exceptions

The Association shall be exempt from these lease restrictions in these Sections should the Association take ownership of a Lot by way of Execution against Real Property or Foreclosure.

(r-7) Requirement for Written Lease.

Lot Owners who are eligible to rent their Home, may only do so pursuant to a written lease that is subject to the Association's Declaration, By-Laws, Rules and Regulations, as well as Resolutions adopted by the Board, as they may be amended from time to time, and any other documents referred to herein (Hereinafter referred to as "Governing Documents."). Failure of the lessee to fully comply with the terms and conditions of the written lease and such Governing Documents shall constitute a material default under the lease and be grounds for termination and eviction. A copy of the written lease must be supplied to the Board that is signed by the Owner and Tenant, with a completed copy of any required Association Lease Rider attached.

(r-8) Remedies for Non-Compliance with Rental Regulations and Restrictions.

a. In the event an Owner of a Lot fails to comply with the provisions of the Governing Documents and/or this Amendment, then, in addition to all other remedies which it may have, the Association shall notify the Lot Owner of such violation(s) and demand that the same be remedied through the Lot Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Lot Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Lot 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 Lot Owner and at the Lot Owner's sole cost and expense, including all legal fees incurred. Said cost and expense shall be deemed to constitute a lien on the particular Home involved, and collection thereof may be enforced by the Board in the same manner, as the Board is entitled to enforce collection of Common Expenses. By acceptance of a Lot Deed, each Lot Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney in-fact for the purposes described in this Section.

b. Lot Owners violating the above restrictions may be subject to a fine of \$1,000.00 for each month that a Home is rented which in violation of the aforesaid Restrictions (unless granted a hardship extension by the Board) as set for the above, plus reasonable counsel fees incurred by the Association to gain compliance. Said cost and expense shall be deemed to constitute a lien on the particular Lot involved, and the Board may enforce collection thereof in the same manner, as the Board is entitled to enforce collection of Common Expenses.

(r-9) Ownership limits.

No Lot Owner, or any person related to or affiliated with such Owner, nor any entity in which such Owner, a person related to such Owner or a person or party affiliated with such Owner may purchase, own or have an interest in more than two (2) Lots within the Homeowners Association. For purposes of this Paragraph, "related" means an individual related by consanguinity within the third degree as determined by the common law, a spouse, or an individual related to a spouse within the

third degree as so determined and includes an Individual in an adoptive relationship within the third degree. For purposes of this Paragraph "person or party affiliated with such Owner" means any person or entity involved in any legal relationship with an Owner or an entity in which an Owner has an interest such as, but not limited to a relationship in a corporation, a general or limited partnership, a limited liability company, or through agreement by which two (2) or more persons or parties agree to share expenses, profits, benefits or liabilities. Notwithstanding any statement contained herein to the contrary, no Owner owning more than two (2) Lots as of the date of this Amendment shall be in violation of the restriction set forth in this Paragraph, provided, however, that no such Lot Owner or any party to which the owner is related or affiliated may purchase additional Lots until the affected Owner and any related or affiliated party owns not more than one (1) Lot.

(r-10) Exceptions.

The Association shall be exempt from these ownership limits should the Association take ownership of a Lot by way of Execution against Real Property or Foreclosure.

(r-11) Remedies for Non-Compliance with Ownership limit Regulations and Restrictions.

a. In the event an owner of a Lot fails to comply with the provisions of the Governing Documents and/or this Amendment, then, in addition to all other remedies which it may have, the Association shall notify the Lot Owner of such violation(s) and demand that the same be remedied through the Lot Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Lot Owner shall immediately thereafter, at his own cost and expense, advertise the Lot(s) in excess of two (2) owned for sale.

b. Lot Owners violating the above restrictions may be subject to a fine of \$1,000.00 for each month that a Lot(s) is owned which is in violation of the previously mentioned Restrictions as set for the above, plus reasonable counsel fees incurred by the Association to gain compliance, if necessary. Said cost and expense shall be deemed to constitute a lien on the particular Lot involved, and collection thereof may be enforced by the Board in the same manner, as the Board is entitled to enforce collection of Common Expenses.

## **ARTICLE 11 DURATION**

### **SECTION 1**

All property Owners shall automatically become Members of the Association. Membership in the Association shall give the benefits as defined in the other provisions of this Declaration. No Owner shall have the right to terminate their membership in the Association except by sale or transfer of the Lot or Living Unit.

### **SECTION 2**

The Covenants and Restrictions of this Declaration and all amendments, revisions and supplements thereto shall continue to be automatically extended for successive periods of ten (10) years from August 5, 1968 and shall continue to run with the land and shall enure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

The terms and conditions of this Declaration may be amended by a majority of Owners in Good Standing. A meeting shall be called by the Board of Trustees to explain the proposed amendments, notice of which shall include a copy of the proposed amendment[s] and a Ballot to accept or reject it [them]. Such notice shall be delivered to Owners by mail or personal delivery no less than fifteen (15) days prior to the meeting. Voting shall be by mail-in Ballot only and shall require the Owner's signature

and current Association address. Ballots will be due no more than fifteen (15) days following the meeting and shall be mailed or deposited in the Office mail slot or the Association Ballot box. Results of the voting shall be announced at the next Association membership meeting. The Board of Trustees shall require that all approved amendments to the Declaration be recorded at the office of the Clerk of Ocean County, New Jersey at which time they shall become effective.

#### SECTION 3 - NOTICE

Any notice required to be sent to any member or Owner of the provisions of this Declaration shall be deemed to be properly sent when mailed postpaid to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

#### SECTION 4 - ENFORCEMENT

Enforcement of these Covenants and Restrictions shall be, if necessary, by a proceeding at law or in equity against any person or persons violating the same, by restraining such person or persons or by a suit for damages resulting from said violation. The Association shall have the right to enforce any lien upon either the Lot or Living Unit by the proper proceedings available either in law or in equity. The Association shall have the right to enforce each and every provision of this Declaration. The Association shall, before any Owner sells a Lot or Living Unit, be notified of the intention of the Owner to sell. The prospective purchaser's name and address will be provided to the Association and the contract of sale between seller and purchaser shall not be entered into until the Association has given its assurance to the seller that the purchaser meets all of the conditions and provisions of membership in the Association.

#### SECTION 5 - SEVERABILITY

Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.





OCEAN COUNTY CLERK'S OFFICE  
RECORDING DOCUMENT  
COVER SHEET

SCOTT M. COLABELLA  
OCEAN COUNTY CLERK  
P.O. BOX 2191  
TOMS RIVER, NJ 08754-2191  
(732) 929-2110  
www.oceancountyclerk.com



INSTR # 2024032306  
DR BK 19673 PG 840  
RECORDED 05/03/2024 01:37:48 PM  
SCOTT M. COLABELLA, COUNTY CLERK  
OCEAN COUNTY, NEW JERSEY

OFFICIAL USE ONLY

DATE OF DOCUMENT: (Enter Date as follows:00/00/0000) 5/2/24	
TYPE OF DOCUMENT: (Select Doc Type from Drop-Down Box) Deed Amendment to Articles of Co-tenants & Restrictions	OFFICIAL USE ONLY - REALTY TRANSFER FEE
FIRST PARTY NAME: (Enter Last Name, First Name) Silver Ridge Park Association INC.	SECOND PARTY NAME: (Enter Last Name, First Name) Silver Ridge Park Association Inc.
ALL ADDITIONAL PARTIES: (Enter Last Name, First Name)	RETURN NAME AND ADDRESS: Silver Ridge Park Association Inc 909 Edgebrook Dr North Toms River, NJ 08757

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

BLOCK:	LOT:
MUNICIPALITY: (Select Municipality from Drop-Down Box)	
CONSIDERATION:	
MAILING ADDRESS OF GRANTEE: (Enter Street Address, Town, State, Zip Code)	
Street Address	Town State Zip

THE FOLLOWING SECTION IS FOR  
ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES,  
SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

ORIGINAL BOOK: 2817	ORIGINAL PAGE: 184
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OCEAN COUNTY CLERK'S OFFICE RECORDING DOCUMENT COVER SHEET

Please do not detach this page from the original document as it  
contains important recording information and is part of the permanent record.

801M  
125 Cash

ATTEST:

*Helen E Griffin*  
Secretary

Silver Ridge Park Association, Inc.

*Philip Cupo*  
Philip Cupo, President

State of New Jersey

County of Ocean

I certify that on this 2<sup>nd</sup> day of May, 2024, that HELEN GRIFFIN the aforementioned secretary, personally came before me and this person acknowledged under oath, to my satisfaction, that:

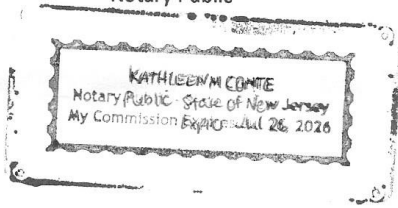
- (a) This person is the Secretary of Silver Ridge Park Association (the Association), a corporation of the State of New Jersey, named in this document;
- (b) This person signed this document as attesting witness for the proper corporate officer who is aforementioned President of the Association;
- (c) This document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from the Board of Trustees (the Board);
- (d) This Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board at which a quorum was present, by a majority vote of the members of the Board eligible to vote on this matter.

*Helen E Griffin*  
Secretary

Helen E Griffin

Sworn and subscribed before me  
this 2<sup>nd</sup> day of MAY, 2024

*Kathleen Conte*  
Notary Public



**SILVER RIDGE PARK ASSOCIATION  
BY-LAWS**

**BY-LAWS**

SILVER RIDGE PARK ASSOCIATION  
979 Edgebrook Drive North Toms River, New Jersey 08757-4532

**PART ONE**

The entire text of the DECLARATION OF COVENANTS AND RESTRICTIONS, part of every member's deed and therefore binding on all owners, is herein incorporated and designated as PART ONE of these By Laws as if fully set forth.

It is hereby determined that the assessments per living unit shall be payable to the Association no later than 30 days after the beginning of the quarter in accordance with the provisions of Article 3, Section 3 of the Declaration of Covenants and Restrictions

**PART TWO**

**ARTICLE 1 FISCAL YEAR and TERM OF OFFICE**

The fiscal year of the Association shall be from April 1st to March 31st. The term of office for all board members shall coincide with the fiscal year.

**ARTICLE 2 MEETINGS OF THE ASSOCIATION**

**SECTION 1 ANNUAL MEETINGS**

The Annual Meeting shall be the March Homeowners' Monthly Meeting. The business of the Annual Meeting shall include, but not be, limited to, a report by the Board of Trustees, reports from the standing committees, the election of the President and approval of the budget for the ensuing year.

**SECTION 2 SPECIAL MEETINGS**

Special Association meetings shall be held at the discretion of the Board of Trustees. Special Meetings can also be called by written petition to the Board of Trustees of 100 Association members eligible to vote under Section 10 of this Article. Written notice of at least 48 hours shall be given, giving date, time, location and to the extent known, the agenda.

Notice shall be:

- (a) Given to all Association members. Dates, time and agenda published in the Association newsletter shall be sufficient notice.
- (b) Prominently posted in the Clubhouse.
- (c) Filed with the Association Recording Secretary

### SECTION 3 EMERGENCY MEETINGS

In the event that an Association meeting is required to deal with such matters of urgency or importance, the notice shall be deemed adequate if it is provided as soon as possible following the calling of the meeting.

### SECTION 4 AGENDA MEETINGS

The Board of Trustees shall meet each month to discuss the business of the Association and to set the agenda for the Homeowners' Monthly Meetings. The date and time of the meeting is to be set by the Board of Trustees.

No Vote or Action may be taken at this meeting. However, matters which are restricted at the Homeowners' Monthly meeting (Article 2, Section 6-B) may be discussed and resolved. Motion and Vote is to be taken at the next Homeowners' Monthly Meeting without discussion.

No minutes are to be taken. The Recording Secretary shall only make note of items to be on the Agenda at the Homeowners' Monthly Meeting. A copy of the Agenda is to be given to each Trustee prior to the Homeowners' Meeting.

### SECTION 5 MONTHLY HOMEOWNERS ASSOCIATION MEETING

The Board of Trustees shall have a Homeowners meeting monthly for at least 11 months out of the year to conduct the business of the Association unless circumstances or local ordinances prevent public gatherings in any given month or a quorum of trustees cannot be obtained. Presence by a Trustee at the meeting shall be considered proof of notice of the meeting. A majority of the seated Trustees is required for a quorum.

#### (a) Monthly Meetings

Homeowners' Monthly Association Meetings are open to attendance by all homeowners' except at such meetings or portions of the meetings where matters to be discussed are as listed in (b) below

#### (b) Restrictions to Monthly Meetings

The Board of Trustees shall restrict attendance at meetings or portion of meetings dealing with the following:

1. Any matter in which disclosure would constitute an unwarranted invasion of Individual privacy.
2. Discussion of any pending or anticipated litigation or contract negotiations.
3. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
4. Any matter involving the employment, promotion, discipline or dismissal of a specific employee of the Association.

(c) Minutes at Monthly Meetings

The Recording Secretary shall keep comprehensive minutes of all Homeowners' Monthly Association meetings, showing the date, location, time, Board Members present, subjects considered, action taken and the vote of each Trustee. Other information as required by the By-Laws are to be shown in the minutes.

A copy of the minutes shall be posted in the Clubhouse within ten (10) days.

(d) Annual Posting of Homeowners' Monthly Association Meeting Dates

Within seven (7) days following the Annual Meeting of the Association, the Board of Trustees shall post and keep posted throughout the year, the dates of the Homeowners' Monthly Association Meetings.

(e) Notice Requirements for Homeowners' Monthly Association Meetings

Written notice of at least 48 hours shall be given, showing date, time, location and to the extent known, the agenda.

Notice shall be:

1. Given to all Association members. Date, time and agenda published in the Association newsletter shall be sufficient notice.
2. Prominently posted in the Clubhouse in at least one place reserved for such purpose.
3. Filed with the Association Recording Secretary or Officer responsible for administrating the Association Business Office.
4. Prominently posted in the Clubhouse in at least one place reserved for such purpose.
5. Filed with the Association Recording Secretary or Officer responsible for administrating the Association Business Office.

SECTION 6 QUORUM

The required quorum for the Annual Association or Special Meeting shall be the number of votes cast by eligible members.

Election of the President, the Trustees and the Annual budget shall be by simple majority of eligible votes cast.

SECTION 7 ABSENTEE BALLOTS

Absentee ballots must be on the form approved by the Board of Trustees and must be returned to the Clubhouse by 11:00 a.m. on the day before the election

SECTION 8 NOTICE OF ANNUAL MEETING

Notice of the Annual Meeting shall be published in the February newsletter and on the SRPE website. Notice of the proposed Agenda, if known, must be posted at the Clubhouse at least seven (7) prior to the meeting. Written notice of the Annual Meeting shall be delivered by mail or personal delivery to each homeowner accompanied by a ballot. Ballots delivered by personal delivery require a signature by

the Owner indicating receipt of the ballot. Mailing or personal delivery of notice and absentee ballots shall occur not fewer than 14 and not more than 60 days prior to the Annual Meeting.

**SECTION 9 FORFEITURE OF VOTING RIGHTS**

In the event an Owner is not in good standing or an Owner is not in statutory good standing as defined in the Declaration of Covenants and Restrictions 5 business days before the Meeting, such Owner shall forfeit their voting rights as defined in the Declaration of Covenants and Restrictions. Upon payment in full of the amount owed, voting rights shall be immediately restored.

**ARTICLE 3 BOARD OF TRUSTEES**

**SECTION 1 MEMBERSHIP OF THE BOARD**

- (a) The Board of Trustees shall be comprised of the Officers of the Association and twelve (12) Trustees.
- (b) To be an Officer or Trustee, an individual must be a Recorded Owner/Occupant of Silver Ridge Park Association and not be delinquent in dues or special assessments.
- (c) No person may hold the position of Trustee and that of an Officer of the Association at the same time.

**SECTION 2 ELECTION OF TRUSTEES**

The manner of election shall be as follows:

- a) All election results shall be announced at the Annual Meeting. The term of office shall be for two (2) years.
- b) The Association President or Board of Trustees shall appoint an Election Committee Chairperson.
- c) The Election Committee shall set up and preside over the election.
- d) Ballots are to be secure and anonymous. Ballot tallying must be public.
- e) A Call for Nominations will be sent to all Owners at least 30 but no more than 60 days prior to the Election Meeting Notice.
- f) Association members have a minimum of 14 days from the mailing of the Call for Nominations during which to submit their nominations. The deadline for Nominations shall be stated in the Call for Nominations.
- g) Only nominees in Statutory Good Standing shall be considered and their names placed on the Ballot. Candidates must be listed in alphabetical order.

- h) Those nominated will be contacted to determine their acceptance of the nomination. If accepted, the nominee may submit a letter to the Board of Trustees describing their qualifications and reasons for running.
- i) The Association shall mail out or hand deliver Ballots at to all Owners at least one day following the expiration of the nomination period. Hand delivered ballots require signed proof of receipt by Owners. Sample ballots shall be provided.
- j) The Association does not allow the use of Proxies.
- k) The Election Notice shall be sent to owners pursuant to Article 2 Section 9 of these By-Laws.
- l) Notice of the date and time of the election shall be posted in the Association newsletter the month preceding the election.
- m) Ballots for the vote shall be in a form approved by the Board of Trustees and include a write-in line for each open position.
- n) A minimum of 30 days prior to the Election the Association shall notify any owner who is not in Statutory Good Standing. The notice shall state the reason the owner is not in Statutory Good Standing and shall include the right to contest the Board's determination by requesting Alternate Dispute Resolution and shall state that. Owners shall be allowed to rectify their standing up until five (5) business days prior to the election date.
- o) All Ballots are due at 11am the day before the election meeting.
- p) The vote will be tallied in public either at the open annual meeting or at a special meeting of the Association.
- q) The newly elected candidates will take their seats on the Board in April, or at the first Association meeting of the new fiscal year.

After the election, ballots will be available for inspection for 90 days.

### SECTION 3 REMOVAL OF A TRUSTEE

A Trustee may be removed from office by either of the following:

- a) A meeting called for this purpose of removal may be called by the President or by written petition to the Board of Trustees of twenty-five (25) percent of the Owners. The Board Member may only be removed in accordance with these By-Laws or by the Board for good cause directly impacting the member's ability to serve. The Board may not remove an elected member for disagreeing with the majority or for violating a confidentiality agreement without providing an ADR pursuant to N.J.A.C. 5:26-11. Such meeting shall be called and chaired by the Association President, Vice President or a Trustee appointed by the Board. Two-thirds (2/3) of votes cast at the meeting or by ballot by residents is required to remove a Trustee.



b) The presentation of a complaint in writing to the Board of Trustees alleging malfeasance; failure or refusal to comply with or abide by the By-Laws, Covenants and Restrictions or Code of Ethics of the Association; excessive and offensive use of obscene language during a meeting; failure to work for the general welfare and good of the Association; and detrimental conduct during a meeting or in dealing with other members or failure to fulfill the duties of a Trustee.

The Secretary of the Association shall send a copy of the complaint to the Trustee by certified mail, return receipt requested, advising the date of the hearing. A closed meeting shall be conducted at a time and date set by the President at which a quorum of Trustees is present. The party bringing the complaint may present witnesses and evidence at the hearing. The accused Trustee shall have an opportunity to present rebuttal testimony and evidence. Adherence to formal rules of evidence applicable to court proceedings shall not be required. The accused Trustee may be removed by a majority vote of the Trustees at that meeting.

Any individual removed from office by the above procedure shall be suspended from holding any Office or Trustee position for a period of two (2) years from the date of suspension.

#### SECTION 4 VACANCY

In the event of a vacancy for whatever reason, such vacancy will be filled at either a Special Election or by Board appointment. The Board shall have the right to call a Special Meeting for the purpose of electing Trustee or may appoint a Trustee Pro-Tem until the next scheduled election.

#### SECTION 5 DUTIES

The affairs of the Association shall be governed by the Trustees, except as otherwise provided in the Declaration of Covenants and Restrictions, Certificate of Incorporation or in other articles of these By-Laws.

The following shall be part of, but not limited to, the duties and powers of Trustees:

(a) Approve the formation of clubs and committees as may be requested or required by the Association.

(b) Maintain, care for, repair, replace, reconstruct and protect the common properties and facilities of the Association including all buildings, etc. used by or owned by the Association.

(c) Buy, sell, mortgage, lease, rent, borrow or do any other act which may alter or change assets of the Association, provided, however, that they do not spend in excess of \$10,000 per instance with the exception that emergency conditions requiring greater funding not to exceed \$20,000 are permitted. Repairs and/or replacements are permitted exceptions from the spending limit.

In the event the Trustees are desirous of substantially altering or changing the capital structure or property of the Association, then the Association members must consent to said act by a vote in the same manner as prescribed in Article 3, Section 5 of the Declaration of Covenants and Restrictions.

(d) Employ and dismiss all employees, agents and servants of the Association and to determine the compensation for said employees.

- (e) See that a detailed record of accounts is kept (of receipts and expenditures) and to employ competent legal counsel and accountants to maintain the legal status of the Association.
- (f) Insure against loss from fire, vandalism or any other cause, on any common properties or facilities; and to maintain public liability insurance insuring the Association and its members against any claim arising from injuries or damage occurring on the common properties or facilities.
- (g) Pay taxes and assessments levied against the Association properties by proper authorities.
- (h) Obtain adequate fidelity bonds for all Officers, Trustees, employees and members of the Association who handle or are responsible for Association, Committee or Club funds as necessary.
- i) Sign contracts in lieu of the President.
- j) To faithfully attend all regular and special meetings of the Trustees and the Association unless illness or other circumstances prevent it. Unexcused absence from three consecutive meetings of the Trustees and the Association will be considered grounds for removal subject to the discretion of the Board of Trustees.

#### SECTION 6 IDEMNIFICATION AND EXCULPATION

IDEMNIFICATION: Each Trustee, Officer or Committee member of the Association shall be indemnified by the Association against the actual amount of net loss including counsel fees, reasonably incurred by or imposed upon him/her in connection with any action, suit or proceeding to which he/she may be a party by reason of his/her being or having been a Trustee, Officer or Committee member of the Association, except as to matters for which he/she shall be ultimately found in such action to be liable for gross negligence or willful misconduct. In the event of any settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

EXCULPATION: Unless acting in bad faith, neither the Board as a body nor any Trustee, Officer or Committee member shall be personally liable to any resident in any respect for any action or lack of action arising out of the execution of his office. Each Resident Owner shall be bound by the good faith actions of the Board, Offices and Committee members of the Association, in the execution of the duties and powers of said Trustees, Officers and Committee members. Nothing contained herein shall be construed so as to exculpate members of the Board of Trustees elected by Association members from discharging their fiduciary responsibilities.

#### SECTION 7 IMMUNITY

Silver Ridge Park Association shall not be liable in any civil action brought by or on behalf of a resident to respond to damages as a result of bodily injury to the resident on the premises of the Association.

#### SECTION 8 COMPENSATION FOR TRUSTEES

The President, Vice President and Trustees may receive compensation for services essential to the Association and not related to the performance of their duties as President, Vice President and Trustee as stated in Article 3 Section 5, Article 4, Section 1(a) and Article 4 Section 1(b) with the approval of the Board of Trustees. No person may be both a Trustee and an Officer.

**ARTICLE 4 OFFICERS AND DUTIES**

**SECTION 1 OFFICERS**

(a) President Shall be elected by a simple majority of Association members per Article 2 Section 7. The President shall serve a term of one (1) year and may be re-elected with no limit on the number of terms. A Call for Nominations will be sent to residents at least thirty (30) but no more than sixty (60) days prior to the Election meeting notice

(b) Vice-President, Administrative Secretary, Recording Secretary and Treasurer Shall be elected by the Trustees from among Association members for a term of one (1) year at the Annual Meeting. There is no limit on the number of terms for these positions.

(c) Vacancy  
Should any office become vacant mid-term, for any reason, then the Trustees shall elect such Officer from the full Association membership as "Pro-Tem" until the next regular Annual Meeting.

In the unlikely event no individual runs for the office of President, then the Trustees may act as a "Committee of the Whole" and designate a Trustee as chairperson, without vote, until such time as the office of President Pro-Tern is elected by the Board of Trustees.

(d) The Administrative Secretary, Recording Secretary and Treasurer shall receive compensation for their services at the discretion of the Board of Trustees. The President, Vice President and Trustees may receive compensation for services essential to the Association and not related to the performance of their duties as President, Vice President and Trustee as stated in Article 3 Section 5, Article 4, Section 1(a) and Article 4 Section 1(b) with the approval of the Board of Trustees. No person may be both a Trustee and an Officer."

**SECTION 2 DUTIES OF OFFICERS**

(a) President  
Shall preside at all Board Meetings of the Association.

Shall see that all books, reports and certificates, as required by law, are properly kept and filed.

Shall restrain members engaged in debate within the rules of order, and if disorder is so great that business cannot be transacted, shall adjourn the meeting as a last resort.

Shall have the authority to appoint Committee Chairperson(s) from among the Members, including the Trustees, as may be deemed necessary to assist in the performance of the affairs of the Association.

Shall be an ex-officio member of all committees except the Nominating Committee.

Shall have the authority to spend up to \$500 for an emergency expense or to consult with the Association Attorney as needed without calling a special meeting of the Board. Any monies spent or action taken must be reported at the next Homeowners' Monthly Meeting.

Shall have the right to vote, but only in the event of a tie vote of the Trustees.

(b) Vice-President

Shall perform the duties of the President whenever the President is absent or unable to act.

Shall be a liaison between all standing committees and the Board of Trustees.

Shall perform such other duties as shall from time to time be required by the Trustees or the President.

c) Treasurer

Shall have the responsibility for the Association's funds and securities and be responsible for keeping full and accurate accounts of all receipts and disbursements in the books belonging to the Association.

Shall be responsible for the deposits of all monies and other assets to the credit of the Association in such depositories as directed by the Board of Trustees.

Shall prepare, prior to each Homeowners' Monthly Meeting of the Board, a financial report showing receipts and disbursements of the prior month and year to date

Shall be Chairperson of the Finance Committee.

All checks are to have two (2) signatures: One (1) Officer (Treasurer, President or Vice-President) and one (1) Trustee.

Shall have the authority to pay all utility, insurance, payroll and invoices for contracts and bills which have been previously approved by the Board.

Shall advise the Board in the event any budget item has been or is about to be exceeded.

Shall perform bank reconciliations monthly and produce reports accompanying each monthly bank statement.

Shall be responsible for maintenance and retention of all accounting records as required by law.

Shall prepare for and arrange an annual audit of Association financial records by a Certified Public Accountant.

Shall provide the CPA with timely quarterly payroll reports including gross wages and applicable taxes withheld.

Shall file the Annual Report to the New Jersey Department of the Treasury Division of Revenue to report members of Association Board of Directors and its registered agent.

Shall ensure that an Association Reserve Study is carried out every three to five years by a firm specializing in Association reserve studies and approved by the Board of Trustees.

Shall ensure that all monies deposited in the Association Capital Account are transferred to the Association Reserve Account where applicable. Shall also ensure that any expenses applicable to Reserve Items paid by the Association capital account are reimbursed from the Association Reserve Account.

Shall ensure timely filing of 1099 forms annually where required.

(d) Recording Secretary

Shall keep the minutes of all meetings of the Board of Trustees, including any Special Meetings of the Association.

Shall perform any other duties as may be required by the Board of Trustees or the President or as stated in these By-Laws.

Shall advise the President each month of tabled motions not yet resolved and make copies of new Board Policies for all members of the Board and for the permanent file.

(e) Administrative Secretary

Shall keep up to date records of membership and Emergency Contact forms filed in the Association office and update Association Accounting software accordingly.

Shall collect, record all dues, special assessments and other payments made by Members and make deposits, giving deposit receipts to the Treasurer for the Treasurer's Report and filing detail reports and copies of checks deposited.

Shall notify members who are delinquent in their dues as needed.

Shall notify the Board of any cases where members have failed to pay assessments or any other charges, recommend filing liens to said members where appropriate and ensure such liens are filed as approved by the Board of Trustees.

**SECTION 3 COMPENSATION FOR OFFICERS**

The President, Vice-President and Trustees shall not receive any compensation for performing their duties per Article 3 Section 5, Article 4, Section 1(a) and Article 4 Section 1(b) except reimbursement for expenses.

The Administrative Secretary, Recording Secretary and Treasurer may receive compensation at the discretion of the Board of Trustees.

**ARTICLE 5 REIMBURSEMENT BY ASSOCIATION MEMBERS**

**SECTION 1**

All Association members shall be obligated to reimburse the Association for any monies spent in repairing or replacing part or parts of the common property or its facilities which have been damaged solely by the member's negligence or by the negligence of his tenants, agents, guests or licensees.

**SECTION 2**

Each member shall be obligated to reimburse the Association for any monies spent for maintenance on that member's property due to neglect, i.e.; mowing lawns, trimming bushes, cleaning debris, removal of trash or brush placed on common grounds.

**ARTICLE 6 ALCOHOLIC BEVERAGES**

**SECTION 1**

Alcoholic beverages shall not be stored on any common ground including the clubhouse, garage or picnic areas.

**ARTICLE 7 ALTERNATE DISPUTE RESOLUTION**

**SECTION 1**

The Board of Trustees shall solicit Association Members in good standing to develop a standing cadre of volunteers or otherwise solicit other persons to be mediators who will mediate disputes between an Owner and the Association, or between Owners.

**SECTION 2**

The mediation process shall be initiated by a Member submitting a written request for mediation to the Board, or, the Board otherwise offering a Member, in writing, the opportunity to participate in mediation. Offers and requests must be legible and contain the names and addresses of all parties, the telephone number of the requesting party, the telephone number of the respondent, if known, and otherwise should contain as much factual detail as would give a reasonable person an understanding of the dispute, be signed by a Member, such Member's legal representative or a representative of the Association and dated.

**SECTION 3**

If the dispute is between the Association and a Member, and the Member desires mediation, the Member shall initiate the mediation process by submitting a request for mediation within thirty (30) days of the date of written notice from the Association that mediation is available in regard to the dispute in question.

**SECTION 4**

Upon receipt of the request for mediation, the Board will select a mediator from the cadre of volunteers, or otherwise, and will notify the selected mediator of their selection and provide a copy of the request for mediation to the selected mediator. The Board will also send a copy of the request for mediation to the responding party along with the name and contact telephone number of the mediator. The complainant will be informed of the name and contact telephone number of the mediator.

**SECTION 5**

The mediator will arrange with the parties for a mutually convenient date and time for the mediation. The mediator will attempt to resolve the issues between the parties in one (1) or more mediation sessions; the number of mediation sessions will be at the discretion of the mediator.

**SECTION 6**

If the parties are unable or otherwise fail to resolve the matter within ninety (90) days from the date the mediation process commenced (date of receipt of the request for mediation by the Board) the mediation process and ADR process shall be deemed completed."

**ARTICLE 8      STANDING COMMITTEES**

The President has the authority to appoint chairpersons for all standing Committees.

Finance Committee

(a)      Shall be chaired by the Treasurer and comprised of at least two (2) other Association members. The Committee is to be formed within sixty (60) days of the Annual Meeting.

(b)      The duty of this committee is to prepare a budget for the coming fiscal year beginning April 1st and to submit the budget to the Board of Trustees in time for approval and submittal to the Association for the Annual Meeting.

Entertainment Committee

(a)      Shall consist of members of the Association

(b)      The duties of the committee will be to plan and execute the entertainment programs for the Association.

(c)      Shall report each month at the Homeowners' Meeting and provide financial accounting to the Treasurer.

Audit Committee

(a)      Shall consist of three (3) members of the Association and should be formed within sixty (60) days of the Annual Meeting.

(b)      The duties of the committee are to audit the records of all Association Committees and Clubs with separate accounts and to report their findings to the Board of Trustees in a timely fashion.

An audit of the records of the Treasurer and Administrative Secretary are to be done annually by a Certified Public Accountant.

(c)      Persons involved with the financial records of any Committee or Club may not audit the records in which they are involved.

Common Grounds Committee

(a)      The Chairperson shall be appointed by the President from among the Board Members within thirty (30) days of the Annual Meeting. The committee shall report monthly at the Homeowners' meeting.

(b)      The duties of this committee is to be a liaison between the Trustees and the Ground Maintenance employees, receive suggestions and complaints from unit owners regarding common ground problems, research and suggest improvements for the maintenance and beautification of the Park.

(c)      All requests for repair or replacement of equipment, hiring of professionals as needed for major projects shall be submitted to the Board of Trustees for approval.

- (d) Have a petty cash account as approved by the Board of Trustees.

#### House Committee

- (a) This committee shall be approved within sixty (60) days of the Annual Meeting and shall report monthly at the Homeowners' Meeting.
- (b) The duties of this committee are as follows:
  - 1. Maintain the Clubhouse and prepare its facilities for Board approved functions.
  - 2. See that the Clubhouse is locked and unlocked at the hours set by the Board of Trustees.
  - 3. Monitor the duties of the Custodian.
  - 4. Be responsible for the purchasing of normal kitchen and house cleaning supplies.
- (c) Have a petty cash account as approved by the Board of Trustees.

#### Architectural Control Committee

- (a) Until such time as may be otherwise established by the Board of Trustees, the Board in the whole shall act as the "Architectural Control Committee" of the Association.
- (b) The President shall appoint a chairperson from among the Board of Trustees.
- (c) The Board shall adhere to all authority and restrictions as granted by the Declaration of Covenants and Restrictions of the Association and may discuss request(s) at an Agenda meeting. A motion for approval is to be made by the chairperson at the next Homeowners' Monthly Association Meeting for a vote.
- (d) The Committee shall follow up on all approvals to be sure that they are completed in accordance with the Covenants and Restrictions of the Association.

#### Executive Board Election Committee

- a) The Committee should consist of at least three (3) members of the Association
- b) The Administrative Secretary is to be a member of this committee.
- c) The Committee must be formed no later than November of the year preceding the election.
- d) The Committee shall coordinate with the Finance Committee to mail Call for Nominations to the Association membership along with the proposed budget and budget ballot according to the time frame required by the By-Laws of the Association.
- e) It shall be the duty of this Committee to determine eligibility of anyone running for the offices of Trustee and the President.



f) The Committee shall contact all members nominated by the membership to verify their willingness to run and serve as President or Trustee.

g) The Committee is responsible for supplying and distribution of the ballots as approved by the Board of Trustees, setting up the Election Meeting date, running the elections and counting of the ballots as required by the By-Laws of the Association and state statute.

A report of the Committee is to be given at the Annual Meeting

#### Violations Committee

a) Shall consist of one Trustee and an odd number of Association members. The Trustee has no voting power except in the event of a tie; otherwise the Trustee is there as a liaison/advisor only.

b) All members of the committee shall be in good standing.

c) The duties of the Committee will be:

1. Set applicable time frames and fine amounts for violations.
2. Shall be available to discuss extenuating circumstances with homeowners related to violations and have the authority to amend fines where warranted.

#### **ARTICLE 9 PENALTIES**

In accordance with Article 6 of the Declaration of Covenants and Restrictions, the Board of Trustees shall impose fines and penalties on members for, but not limited to, non-compliance of the following:

(a) Nonpayment of dues or special assessments. (Article 3, Section 3 & 4, Covenants & Restrictions)

(b) Non-compliance of Article 10: "Restrictions and Subsequent Transfer". (Covenants & Restrictions).

#### **ARTICLE 10 AMENDMENT OF BY-LAWS - {formerly Article 7}**

A. Approval Ballot Initiated By The Board

The Board may initiate to amend the By-Laws through one of the following processes:

(a) A majority of the Board may request a meeting of the Association's Owners for a special meeting of the Association Owners be held to conduct an amendment vote;

(b) Notice of the meeting shall be provided to the Association Owners, at least 14 days prior to the date of the meeting. The special meeting shall be held at a reasonable time that is likely to permit most Association Owners to attend;

(c) The language of the proposed amendment shall be unambiguous and consistent with applicable law, the Declaration and with the provisions of the By-Laws that are not proposed to be amended, and if not in such condition shall be revised to satisfy that requirement. Upon satisfaction of the requirement, the amendment shall be mailed, hand-delivered, or if the By-Laws permit, electronically delivered, together with the notice of the meeting to the Association Owners at least 10 days prior to the meeting;

(d) The notice of the meeting shall include an absentee ballot with instructions for the return of same, which instructions shall permit facsimile or electronic mail delivery of the proxy ballot or absentee ballot to the Association and shall not require receipt of the proxy or absentee ballot more than one business day prior to the meeting;

(e) If a sufficient number of ballots are not received at the special or annual meeting to conclusively determine that the proposed amendment has been approved or rejected, the meeting shall be adjourned for a period of 30 days, or such longer period as approved by the Board to extend the vote concerning the amendment, but in no event for longer than 11 months from when the notice of the meeting was sent, and all ballots received prior to the extended date shall remain valid if otherwise valid under the terms of the By-Laws;

(f) When an amendment is approved, a copy of the approved amendment shall be provided to all Association Owners, and the Association shall promptly record the amendment in the Ocean County Clerk's Office. No By-Law amendment shall be effective until recorded in the Ocean County Clerk's Office.

#### B. Rejection Ballot Initiated By The Board:

The Board may also amend its By-Laws pursuant to N.J.S.A. 45:22A-46 (d)(5)(b), as adopted on July 13, 2017 ("Radburn"), under the following circumstances:

(a) To the extent necessary to render the by-laws consistent with State, Federal, or local law which shall not need a unit owner vote: or

(b) After providing notice to all Association members of the proposed Amendment, which notice shall include a ballot to reject the proposed amendment, if at least 10 percent (10%) of the association Members vote to reject the amendment within thirty (30) days of its mailing, the Amendment shall be deemed defeated.

If not defeated, the Amendment passes since less than ten percent (10%) of the Association members did not return a rejection ballot within thirty (30) days of mailing of the notice.

#### B. Approval Ballot Initiated By The Owners

Owners may initiate to seek to amend the By-Laws through the following process:

(a) Fifteen percent of the Association Owners may request a meeting of the Association's Owners by executing a document requesting that a special meeting of the Association Owners be held, or if the annual meeting of the Association Owners is scheduled to occur within 60 days of the date of the request, then the amendment vote shall be held at the annual meeting;

(b) If the vote is not scheduled to take place at the annual meeting of the Association, the Board shall schedule the special meeting of the Association Owners to occur within 60 days of the receipt of the request. Notice of the meeting shall be provided to the Association Owners, at least 14 days prior to the date of the meeting. The special meeting shall be held at a reasonable time that is likely to permit most Association Owners to attend;

(c) The language of the proposed amendment shall be unambiguous and consistent with applicable law, the Declaration and with the provisions of the By-Laws that are not proposed to be amended, and if not in such condition shall be revised to satisfy that requirement. Upon satisfaction of the requirement,

the amendment shall be mailed, hand-delivered, or if the By-Laws permit, electronically delivered, together with the notice of the meeting to the Association Owners at least 10 days prior to the meeting;

(d) The notice of the meeting shall include a proxy ballot or absentee ballot with instructions for the return of same, which instructions shall permit facsimile or electronic mail delivery of the proxy ballot or absentee ballot to the Association and shall not require receipt of the proxy or absentee ballot more than one business day prior to the meeting;

(e) If a sufficient number of ballots or proxies are not received at the special or annual meeting to conclusively determine that the proposed amendment has been approved or rejected, the meeting shall be adjourned for a period of 30 days, or such longer period as approved by the Association Owners by approval of a motion to extend the vote concerning the amendment, but in no event for longer than 11 months from when the notice of the meeting was sent, and all proxies or ballots received prior to the extended date shall remain valid if otherwise valid under the terms of the By-Laws; and

(f) When an amendment is approved, a copy of the approved amendment shall be provided to all Association Owners, and the Association shall promptly record the amendment in the Ocean County Clerk's Office where the By-Laws were recorded. No By-Law amendment shall be effective until recorded in the Ocean County Clerk's Office.

(g) Paragraphs (a) through (f) above shall not be construed to require a vote to be held on an amendment to the By-Laws that has been voted on in the preceding 12 months of the initial meeting request, made pursuant to Paragraph (a) above.

(h) A By-Law amendment shall be deemed approved by the simple majority of Owners in Statutory Good Standing representing at least 100 Lots.

#### **ARTICLE 11 PARLIAMENTARY LAW**

Roberts Rules of Order shall be the guide for conduction all meetings of the Association and shall be the rule for any issue not covered by these By-Laws.

#### **ARTICLE 12 FEDERAL AND STATE LAW**

These By-Laws shall automatically conform to both Federal and State laws.



OCEAN COUNTY CLERK'S OFFICE  
RECORDING DOCUMENT  
COVER SHEET

SCOTT M. COLABELLA  
OCEAN COUNTY CLERK  
P.O. BOX 2191  
TOMS RIVER, NJ 08754-2191  
(732) 929-2110  
www.oceancountyclerk.com



INSTR # 2023077546  
OR BK 19511 PG 707  
RECORDED 10/16/2023 10:37:56 AM  
SCOTT M. COLABELLA, COUNTY CLERK  
OCEAN COUNTY, NEW JERSEY

OFFICIAL USE ONLY

DATE OF DOCUMENT: (Enter Date as follows: 00/00/0000)

4 OCTOBER 2023

TYPE OF DOCUMENT: (Select Doc Type from Drop-Down Box)

Resolution to amend Association By-Laws

OFFICIAL USE ONLY - REALTY TRANSFER FEE

FIRST PARTY NAME: (Enter Last Name, First Name)

Silver Ridge Park Association

SECOND PARTY NAME: (Enter Last Name, First Name)

Silver Ridge Park Association

ALL ADDITIONAL PARTIES: (Enter Last Name, First Name)

RETURN NAME AND ADDRESS:

Silver Ridge Park Association  
979 Edgebrook Drive North  
Toms River, NJ 08757

13-165 CAH JB

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

BLOCK:

LOT:

MUNICIPALITY: (Select Municipality from Drop-Down Box)

CONSIDERATION:

MAILING ADDRESS OF GRANTEE: (Enter Street Address, Town, State, Zip Code)

Street

Town

State

Zip

Address

The Board of Trustees of Silver Ridge Park Association by motion this day hereby does

Accept or  Decline

Unanimously or  Majority Vote \_\_\_ vs \_\_\_

the ballots to amend the By-Laws of our Association received by our office on or before July 21, 2023. The office received 15 ballots. This is less than the required ten percent (10%) of the minimum requirement of 61 votes to reject the proposed Amendments.

Signed: Kathryn Forsyth Date 10/4/2023  
Kathryn Forsyth, Recording Secretary

Signed: Oliverio Oramas Date 10/4/2023  
Oliverio Oramas, President

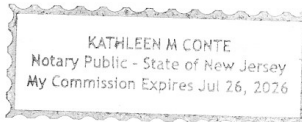
State of New Jersey, County of Ocean

I certify that on this 4<sup>th</sup> day of OCTOBER, 2023, the Silver Ridge Park Association Secretary, Kathryn Forsyth, and the Silver Ridge Park Association President, Oliverio Oramas, personally came before me who I am satisfied are the persons named in and who executed the within instrument and thereupon acknowledged that these persons signed, sealed and delivered the within instrument as his or her own act.

Sworn to and Subscribed before me on this 4<sup>th</sup> day of OCTOBER, 2023

KathL Conte

Kathleen Conte, Notary Public



# SILVER RIDGE PARK ASSOCIATION RULES, REGULATIONS AND POLICY STATEMENTS

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## RULES & REGULATIONS

### Rules passed June 1, 2023

1. To protect property values, the office must be notified of any transfer of a home's title.
2. To maintain the common properties, only trees that are deemed dead, diseased or dangerous will be removed.
3. Since the parking of vehicles on grass is considered unsightly and may damage the turf, it is not allowed.
4. No person shall undertake to repair, recondition or otherwise mechanically service a vehicle or trailer other than very minor repair work unless performed in the garage.
5. To maintain our common properties, pet waste must be picked up and placed in the owner's waste bin. Violators may be reported to Berkeley Township for enforcement.
6. To protect our amenities, permission to use the clubhouse may be granted by the Board of Trustees after a rental agreement has been completed and the renter has obtained an insurance rider. The rental of the clubhouse includes the current fee and a refundable deposit. Permission is in accordance with local and state laws and subject to any required permits or licenses.
7. To preserve a clean environment, owners and residents are responsible to immediately clean up Garbage/Recycle spills on their property and in the street. Recycle cans should have lids to prevent debris from blowing away.
8. To maintain pleasant surroundings, owners are asked to contact Berkeley Township Department of Sanitation (732) 349-4616 or otherwise arrange pick-up of appliances, furniture or other bulk items from the curb in front of their homes. *If at all possible*, these items should be placed at the curb *the evening before the scheduled pick-up*. Owners who have not seen to the disposal of these items within a reasonable period of time, as determined by the Board of Trustees, will be fined or enforced as pursuant to our Governing Documents.
9. For the safety of our community, propane tanks are limited to 20 lb. portable tanks or liquid propane capacity of 4.7 gallons. No open flame is allowed on decks.
10. Because our community is located in a forested area, open flame on properties requires approval of the Architectural Control Committee and a permit from the New Jersey Forest Fire Service.
11. To ensure our amenities are available for all members, all residents are asked to be accountable and responsible for any physical damage to the clubhouse, recreational areas and accessories caused by their guests, visitors or renters.
12. Per Berkeley Township Ordinance, political signs may be displayed for 60 days prior to an election and shall be removed 5 days after the election.
13. In order to obtain a certificate of occupancy, any violation of Architectural Control rules must be corrected at the time of sale of the home.
14. To preserve our park-like environment, building of structures is not permitted in the common areas, including those behind homes.
15. Anyone wishing to add to our park-like setting by planting on common property must contact the Architectural Committee for approval.

16. The common area property line is 110 ft. from the curb to the back of the home's property.

**Rules passed January 5, 2023**

Motion to approve a new rule allowing storage boxes and tool sheds to be placed on the side of the homeowner's residence providing they are no larger than five (5) feet long by three (3) feet wide by six (6) feet high was approved unanimously.

Motion to approve a new rule requiring that contractor signs outside a home be removed once the contractor's work has been completed was approved unanimously.

Motion to approve a new rule prohibiting solicitation and peddling within the community was approved unanimously.

**Rule passed December 2, 2021**

Motion to prohibit hunting on the common ground owned by the Association. The final vote was six yes, two no and one abstention.

**Rules Passed May 2, 2024**

1. With the approval of the Architectural Committee, clotheslines may only be installed by the owner of any lot or living unit on the rear of the property within the sightlines of the home. Collapsible umbrella type must be securely mounted in cement. Prefabricated drying apparatus and retractible clotheslines may be used only if they are removed/collapsed after use.
2. Holiday decorations are allowed for thirty (30) days before and after the holiday. After thirty (30) days, the decorations must be removed.



## **GROUNDS, TREES AND BOARD POLICY FOR COMMON GROUNDS**

Adopted December 2, 1999 by the Silver Ridge Board of Trustees

- A. No homeowner shall remove or cause to be removed any living, dead or diseased tree from any common ground without expressed written permission from the Board of Trustees.
- B. Diseased or dead trees shall be removed only on:
  - a. Recommendation of the Grounds Committee with the permission of the Board of Trustees or
  - b. By authorized persons or companies with a proper certificate of insurance and approved by the Board of Trustees.
- C. Trees posing a danger to persons or to private property shall be the responsibility of the Board of Trustees and shall be removed in accordance with item B above. Healthy trees shall not be removed solely as a convenience or for aesthetic value.
- D. Homeowners wishing to have trees removed at their own expense must present their request to the Board of Trustees in writing, with their contractor's Certificate of Insurance. No work shall be done until written permission is granted by the Board of Trustees.
- E. All tree removal must be by permit of Berkeley Township, if required. (Example: All trees located in the ten-foot setback from any street; except south side of Chutney Street, which is six feet where no homes are located.) The responsibility of obtaining permits shall be that of the homeowner or contractor acting for the Board, as the case may be.
- F. Fines for infractions of these rules shall be as indicated in the By-Laws unless imposed by Berkeley Township.

## **BOARD POLICY STATEMENT ON COMMITTEE, CLUB and ACTIVITY GROUP ORGANIZATION**

Adopted September 7, 2006 by the Silver Ridge Association Board of Trustees

### **Request for Organization:**

All groups wishing to form a Committee, Club or Activity Group must provide such request to the Board of Trustees in Writing. Request approval shall take place at an open meeting after review and concurrence with the request.

### **Formation & Operational Requirements:**

Committee, Club and Activity Group operations shall not conflict with Association Covenants and Restrictions and By-Laws and Board Policy Statements, Operations guidelines or other Rules and Regulations that the Board may establish and amend from time to time, nor be in conflict with any law.

Committees and Clubs shall adopt a written "Statement of Purpose". Fundraising Committees and Clubs shall also adopt By-Laws stating in part that it functions as part of and for the benefit of the Association and further detailing its purpose, function and operations.

### **Where applicable:**

It shall include the titles and names of all officers.

It shall use the Association tax identification number.

It shall have all depository statements mailed to the Association clubhouse to the attention of a specific person/officer or Association Treasurer.

It shall clear space/availability with the Association calendar co-ordinator before advertising or scheduling any function.

It shall operate all functions in accordance with its and Association guidelines, not be in conflict with any law and obtain any municipal permits required.

It shall conduct all meetings in accordance with parliamentary procedures and Robert's Rules of Order.

It shall provide monthly or other time sensitive activity reporting to the Board of Trustees in a format deemed appropriate by the Board of Trustees.

It shall provide copies of all depository institution settlements, receipts of operations and other documents deemed applicable, to the Treasurer monthly and include the standard financial reporting form signed by the appropriate officer.

It shall (excludes self-liquidating funding – see end of document) agree to operate for the benefit of the Association and turn portions of income over to the Association from time to time as may be determined by the Committee, Club or Association for specific or general purposes. It agrees that all monies raised belong to the Association and shall be handled in accordance with applicable Internal Revenue Service Codes and guidelines and not be in conflict with any law.

### **General and where applicable:**

Expense Reimbursement:

Where applicable, submit requests for expense reimbursement with receipts to the Treasurer. Board approval may be required.

**Clubhouse Use:**

Inform House Committee well in advance of any function in order that set up, if any, may be provided. House Committee must be aware of all functions and meetings to provide building access as appropriate.

Responsibility for any cleanup maintenance shall be that of the group sponsoring the event or meeting.

Request for building keys must be made through the Office Manager

Clubhouse and common ground area use, (picnic and grills) are governed by Clubhouse Rules and must be adhered to. Be familiar with them and ask questions as appropriate, especially concerning alcoholic beverages.

**Association President:**

The Association President is automatically Ex-officio on all committees except the Nominating Committee.

**Dissolution of Committee/Club:**

Upon dissolution of any committee or club, any remaining funds shall be turned over to the Association.

**Committee/Club Officer Election**

Elections shall be in accordance with applicable By-Laws and the Association shall be informed of any elections and provided names of new officers.

**Association Affiliation:**

All Committee, Clubs and Activity Groups agree and understand that they shall function at the pleasure of the Association Board of Trustees and shall comply with all aspects of the "Board Policy Statement on Committees, Clubs and Activity Groups Organization".

**Audit:**

Committees and Clubs are subject to audit by the Audit Committee at any time. When an audit is announced by the audit chairperson, that group being audited shall make available all records requested in a timely manner.

\*\*\*\*\*

**Definitions:**

Activity Groups:

Activity Groups are defined as those groups of people operating on an informal basis for the enjoyment and benefit of all Association participants.

Such informal groups do not have a depository account and generally do not collect monies, except for self-liquidating purposes.

Examples of such Activity Groups agree to function under all aspects of this policy statement, except they are not subject to the Committee and Club reporting requirements.

Self-Liquidating Funding:

Total monies collected for a function are expended in total. Example: Bus Trip, Golf Outing, Bowling, Luncheon, Dinners, etc.

**RESOLUTION APPROVING RULES AND REGULATIONS FOR PERSONS WHO VIOLATE THE DECLARATION OF COVENANTS AND RESTRICTIONS, BY-LAWS AND RULES AND REGULATIONS OF THE SILVER RIDGE PARK ASSOCIATION**

NOW THEREFORE, the Association Board of Trustees hereby agree on this 6<sup>th</sup> day of May, 2021 as follows:

1. Notwithstanding any other provision contained in the Association Governing Documents, the Association may impose a fine of \$25.00 to \$1,000.00 for any violation of the Governing Documents and to otherwise recover any and all fees, costs, charges, expenses, including but not limited to attorneys' fees, engineering fees, court costs, broker fees, construction fees, demolition fees, storage fees and service fees incurred by the Association which arise from and relate to any and all violations of the Governing Documents by either a Lot and or Living Unit Owner or their guests, tenants and/or invitee.
2. In the event any violation is continuing and ongoing, for each day the violation remains uncorrected and/or otherwise continues, the Association may impose upon Lot and Living Unit Owners of the Association a fine of \$25.00 to \$1,000.00 for each day the violation remains uncorrected and/or otherwise continues.
3. In the event any violation is deemed to cause or likely to cause in the imminent future significant environmental harm or significant property damage to any person, the Association shall be permitted to take any necessary action to address the violation and all such fees and costs incurred by the Association which arise from and relate to any and all violations of the Governing Documents by either a Lot and/or Living Unit Owner or their guests, tenants and/or invitee shall be chargeable to the responsible Lot and/or Living Unit Owner.
4. The Association shall advise any Lot and/or Living Unit owner about the imposition of any fine, charge or cost pursuant to Paragraphs 1 through 3 of these Rules and Regulations as soon as practicable.
5. In the event any Lot and/or Living Unit Owner fails to fully satisfy the imposition of any fine, charge or cost pursuant to Paragraphs 1 through 3 of these Rules and Regulations, to the extent consistent with New Jersey law, the Membership Privileges for such Lot and/or Living Unit Owner shall be deemed revoked.
6. For the purpose of these Rules and Regulations the term Membership Privileges shall mean (1) all those rights and easements of access, use and enjoyment in and to the Common Property. Including but not limited to the clubhouse, library or parking lot; (2) the membership in or participation with any Association sanctioned clubs and/or organizations (3) eligibility to seek election or to otherwise be appointed to the Association Board; and (4) eligibility to vote on questions relative to the Association or the elections held by the Association. An absolute precondition to having and being entitled to enjoy any Membership Privileges requires an Owner of a Lot or Living Unit to pay in full to the Association all outstanding assessments, charges, late fees, interest, attorneys' fees, fines or other monies personally owed to the Association and/or accrued by and past or present Owner for each and every Lot and Living Unit of such Owner, including all monies in arrears and/or personally accrued by all prior Owners, occupants and/or predecessors in title for all such Lots and Living Units.
7. In the event any Lot and/or Unit Owner within thirty(30) days of being given notice of such monies being due, fails to fully satisfy the imposition of any fine, charge or cost pursuant to Paragraphs 1 through 3 of these Rules and Regulations to the extent consistent with New Jersey law then such monies shall be deemed delinquent and shall, together with such interest thereon and cost of collection and any other monies due and owing including but not limited to fines, attorneys' fees, costs, interest and late fees shall become a continuing lien upon the Lot and Living Unit which shall bind such Lot and Living Unit in the hands of the then Owner, as well as the Owner's successors, heirs or assigns. The personal obligation of the then Owner to pay such assessment and any other monies due and owing including but not limited to fines, attorneys' fees, costs, interest and late fees, however, shall remain his personal obligation, notwithstanding any prior transfer of title purporting to eliminate such personal obligation and/or otherwise pursuant to any foreclosure of any mortgage and/or tax sale certificate and/or sheriff's sale and/or sheriff's deed of conveyance relative to such Lot and/or Living Unit.

If the monies due pursuant to Paragraphs 1 through 3 of these Rules and Regulations are not paid within thirty (30) days of being given notice of such monies being due to the extent consistent with New Jersey law and Board may bring an action at law or equity against the Owner personally obligated to pay the same or to foreclose the lien against the Lot and/or Living Unit in its discretion and there shall be added to the amount of such assessment all attorneys' fees incurred by the Corporation relative to the Lot and/or Living Unit, including any other charges authorized by the Governing Documents and in such event a judgment shall include interest and all attorneys' fees and costs previously incurred by the Association, as well as, future attorneys' fees and costs incurred by the Association to collect the outstanding monies.

To the extent consistent with New Jersey law, no Owner of or person occupying a Lot or Living Unit, or successor to an interest in a Lot or Living Unit which such past or present Owner is in arrears to the Association for any reason shall have any Membership Privileges unless or until all outstanding monies due and owing the Association by the past or present Owner of such Lot or Living Unit are paid in full to the Association.

To the extent title to a Lot or Living Unit which is subject to a continuing lien whether recorded with the Ocean County Clerk or not, pursuant to this Declaration, is acquired by an Owner, such Owner and all persons occupying the Lot and/or Living Unit with or without the permission of such owner shall, to the extent consistent with New Jersey law, not have or enjoy any Membership Privileges unless and until all outstanding assessments, charges, late fees, interest, attorneys' fees, fines or monies to the Corporation by the past or present Owner of such Lot or Living Unit are paid in full to the Association.

Membership Privileges will not be granted to any Owner on resale or other transfer of ownership by any means for any Lot or Living Unit, to the extent consistent with New Jersey law, until all outstanding assessments, charges, late fees, interest, attorneys' fees, fines or monies due to the Corporation, including all those in arrears and accrued by all prior occupants and/or predecessors in title for such Lot and/or Living Unit are paid in full to the Association.

8. By a vote taken and thereafter calculated on May 15<sup>th</sup> 2021 the members of the Association Board hereby resolved to pass this Resolution Approving Rules and Regulations for Persons Who Violate the Declaration of Covenants and Restrictions, By-Laws and Rules and Regulations of the Silver Ridge Park Association as stated herein; and
9. The Board of Trustees hereby resolves to immediately on execution of this Resolution post this Resolution upon the Association clubhouse bulletin board and
10. The Board of Trustees hereby directs counsel to file this Resolution with the Ocean County Clerk's office.

**RESOLUTION OF THE SILVER RIDGE PARK ASSOCIATION REGARDING RULES AND REGULATIONS RELATIVE TO  
APPLYING PAYMENTS TO DELINQUENT ACCOUNTS**

NOW THEREFORE on this 2<sup>nd</sup> day of September, 2021, upon motion duly made and seconded, the Association Board of Trustees resolves that the Association Rules and Regulations provide applying payments to delinquent accounts as follows:

1. In the event any portion of any annual assessment or other charges, or, any portion of any special assessments, or, any late fee, or, any interest, or, any fine, or, any attorneys' fees, or, any costs, or, any portion thereof assessed against a Lot and/or Living Unit and/or Owner as authorized pursuant to the Association Articles of Incorporation, Declaration of Covenants and Restrictions, By-Laws and Rules and Regulations has not been timely paid within thirty (30) days of its due date and is therefore delinquent any and all monies received thereafter by the Association regarding or from the delinquent Lot and/or Living Unit and/or Owner shall be applied and credited to the delinquent account in the following sequence and each category must be paid in full before funds can be applied to the next grouping.
  - a. Attorneys' fees and costs incurred by the Association must first be paid in full;
  - b. Interest and late fees must next thereafter be paid in full;
  - c. Fines must next and thereafter be paid in full.
  - d. Special Assessments must next thereafter be paid in full;
  - e. Annual Assessments which are delinquent shall not be credited unless and until all outstanding attorneys' fees, costs, interest, late fees, fines, special assessments and other charges are paid in full.

Any delinquency remains a continuous lien on the Lot and/or Living Unit against which it is levied as provided in Article 3 Section 6 of the Declaration are fully paid and satisfied.

2. The Association further directs its legal counsel to file this Rule and Regulation with the Registrar of the Ocean County Clerk so that this Rule and Regulation runs with and remains in the title of every Lot and/or Living Unit governed by and subject to the Association Articles of Incorporation, Declaration of Covenants and Restrictions, By-Laws and Rules and Regulations.

**RESOLUTION OF SILVER RIDGE PARK ASSOCIATION FOR RULES AND REGULATIONS REGARDING CODUCT OF OWNERS  
AND THEIR GUESTS AND TENANTS**

NOW THEREFORE, effective this 5<sup>th</sup> day of December, 2013, upon motion duly made and seconded, the Silver Ridge Board of Directors resolves as follows:

1. Only the business of Silver Ridge is to be discussed at the annual meetings, special meetings, emergency meetings, section meetings, agenda meetings, monthly meetings or closed meetings involving the Silver Ridge Board of Trustees and discussion about the personal business, personal affairs, personal circumstances of any Owner or other person which constitutes abusive, offensive or harassing language or conduct is prohibited.
2. No abusive, offensive or harassing language or conduct is permitted by any Owner or other person when communicating with any member of the Silver Ridge Board of Trustees, or any employee or agent, or representative of Silver Ridge which relate to or arise from the affairs of Silver Ridge.
3. No abusive, offensive or harassing language or conduct is permitted by an Owner or other person within or upon The Common Property of Silver Ridge.
4. No abusive, offensive or harassing language or conduct is permitted by any Owner or other person within or upon the Properties of Silver Ridge.
5. As used in the context of these rules and Regulations, the term “abusive, offensive or harassing language or conduct” shall include:
  - a. Speech or conduct which is likely to cause annoyance or harm to persons;
  - b. Speech or conduct which is made or caused to be made at extremely inconvenient hours;
  - c. Speech or conduct which is made or caused to be made to materially disrupt the business and/or meetings of the Silver Ridge Board of Trustees;
  - d. Speech or conduct which threatens a person to striking, kicking, shoving or other offensive touching;
  - e. The striking, kicking, shoving or other offensive touching of a person;
  - f. Creation of a hazardous or physically dangerous condition which serves no legitimate purpose of the person who created the condition;
  - g. Usage of unreasonably loud or offensively coarse or abusive language with the purpose to offend the sensibilities of a hearer or in reckless disregard of the probability of so doing;
  - h. Speech or conduct used with the purpose to intimidate an individual or group of individuals because of race, color, religion, gender, disability, sexual orientation, gender identity or expression, national origin or ethnicity; or
  - i. Speech or conduct which is flagrantly lewd and offensive which the actor knows or reasonably expects is likely to be observed by other nonconsenting persons who would be affronted or alarmed.
6. **Investigation.** Upon receipt of a complaint alleging speech or conduct prohibited by this Resolution, the Silver Ridge Board of Trustees will, if appropriate and/or necessary, investigate the matter and make a determination as to whether the conduct and/or language in question was abusive, offensive or harassing.

7. **Enforcement.** If the Silver Ridge Board of Trustees deems an Owner's or guest or tenant of any Owner's speech or conduct to be abusive, offensive or harassing and prohibited by this Resolution, the Silver Ridge Board of Trustees may take any appropriate action, including but not limited to the following:
  - a. Imposing a fine of not more than \$100 against such Owner or the guest or tenant of such Owner for each incident.
  - b. Prohibiting and/or suspending such Owner or the guest or tenant of such Owner from using all or some of the Common Property and/or The Properties of Silver Ridge.
  - c. Prohibiting and/or suspending such Owner or the guest or tenant of such Owner from attending any meetings involving the Silver Ridge Board of Trustees; and
  - d. Seeking judicial relief against such Owner or the guest or tenant of such Owner, including but not limited to, imposing or collecting any fine, barring such person from attending any meetings involving the Silver Ridge Board of Trustees, restraining such person from having personal contact with certain Silver Ridge Board of Trustees employees or agents of Silver Ridge and reimbursement for all attorneys' fees and costs incurred by Silver Ridge as a result of such person's abusive, offensive or harassing speech or conduct.

As used herein the word "fine" shall be interpreted to mean an assessment obligation. Such an assessment obligation is used to offset and defray costs and expenses incurred as a result of enforcement activity taken by the Silver Ridge Board of Trustees deemed necessary to promote the recreation, health, safety and welfare of the Owners and occupants of Living Units with respect to said Living Units and the associated Common Property and The Properties. The imposition of a "fine" is not intended to limit any rights, remedies, claims or damages of the Silver Ridge including but not limited to the imposition of attorneys' fees and costs.

8. **Trespass.** If a person or Owner attempts to material disrupt a meeting of the Silver Ridge Board of Trustees or, otherwise engages in abusive, offensive or harassing language or conduct upon the Common Property and/or The Properties, nothing in these Rules and Regulations shall prohibit the Silver Ridge Board of Trustees from instructing such person or Owner to cease such conduct and, in the event such conduct does not cease, instructing such person or Owner to vacate Silver Ridge Common Property or The Properties, or otherwise contacting Berkeley
9. Township Police Department to have such person or Owner arrested for trespassing or otherwise violating any New Jersey statute or municipal ordinance.
10. **Hearing.** Excluding exigent circumstances, before imposing any sanctions, notice of violation and proposed penalty will be sent to the offending Owner, or, if reasonably possible, any guest or tenant of such Owner, setting forth the time, date, place and nature of the violation. If the offending Owner, or, any guest or tenant of such Owner, does not respond or request alternative dispute resolution, the sanctions will be automatically imposed.
11. **Guests and Tenants To comply With This Resolution.** All Owners must ensure that their guests and tenants comply with the Silver Ridge Declarations, By-Laws, Rules and Regulations, including this Resolution,. All Owners and guests and tenant(s) of Owners shall be jointly and severally liable and responsible to pay for all fines, attorneys' fees and costs incurred by Silver Ridge arising from violations of this resolution.

**NOTICE AND RECORDING.** Silver Ridge is authorized and directed to post a copy of this Resolution in the Silver Ridge clubhouse for a period of sixty (60) days. The Silver Ridge Board of Trustees also hereby authorizes and directs its legal counsel to arrange for recordation of a copy of this Resolution with the Ocean County Registrar's Office in order to establish the recording of this Resolution in the chain of title.



**RESOLUTION OF SILVER RIDGE PARK ASSOCIATION FOR RULES AND REGULATIONS REGARDING ALTERATION,  
CHANGE, ADDITION TO OR CONSTRUCTION TO THE EXTERIOR OF ANY LOT OR LIVING UNIT**

NOW THEREFORE, effective this 6<sup>th</sup> day of August, 2015, upon motion duly made and seconded, the Silver Ridge Board of Trustees resolves that the following Rules and Regulations will govern The Properties and each and every Lot and Living Unit in Silver Ridge as follows:

1. As used herein, "Setback" is defined as the distance between the front of a Living Unit as constructed by the Developer and the public street as constructed by the Developer.
2. As used herein, "Roof Pitch" is defined as the steepness, slope and shape of the roof of any Living Unit as constructed by the Developer.
3. In order to maintain the overall aesthetic harmony and promote the health, safety and welfare of every Owner, including all guests and visitors, and, otherwise preserve the Developer's plan and design of the Silver Ridge community as initially approved by the Berkeley Township Planning Board, and any amendments thereto, every Lot and Living Unit must adhere to maintaining the Setback and Roof Pitch for each and every Living Unit as constructed by the Developer and consequently the following is expressly prohibited relative to each and every Living Unit by any person upon the Properties including any Owner, the Board of Trustees or the Architectural Control Committee:
  - a. Alteration, change, addition to or construction to the front of any Living Unit as constructed by the Developer that alters in any way the Setback;
  - b. Alteration, change, addition to or construction to the front of any Living Unit as constructed by the Developer that shortens or limits the Setback;
  - c. Alteration, change, addition to or construction to the front of any Living Unit as constructed by the Developer that lengthens or extends the Setback;
  - d. Alteration, change, addition to or construction that changes the degree of the Roof Pitch to any Living Unit as constructed by the Developer as visible from the public street contiguous to the Lot of such Living Unit; or
  - e. Alteration, change, addition to or construction that changes the structural appearance of the front of any Living Unit as constructed by the Developer.
4. Before any Living Units or Lots are reconstructed or modified in any way from how they were constructed by the Developer, the Board of Trustees of Silver Ridge or the Architectural Control Committee appointed by the Board of Trustees must first review any and all proposed plans, designs, architectural drawings, specifications for any addition, alteration or change to the exterior of any Living Unit, building or structure, including, but not limited to lattice work, railings, deck structure, awnings and any other structural, cosmetic or decorative addition, alteration or change and approve the same in writing.
5. Before any Living Units or Lots are reconstructed, modified in any way from how they were constructed by the Developer, approval must first be obtained from the Board of Trustees of Silver Ridge or the Architectural Control Committee appointed by the Board of Trustees prior to any construction permit being issued pursuant to Berkeley Township Ordinance, Chapter 35, Section 101.44, Procedural Requirements, which provides:
  - a. All subdivision plans and site plans shall be submitted to the Planning Board in accordance with the requirements of this ordinance and of this chapter. Where facilities proposed to be built are other than residential dwellings, site plans shall be submitted in conformance with this chapter.

- b. At such time as the applicant or developer shall submit a subdivision plan or site plan for approval, the following shall also be submitted:
    1. Covenants and Restrictions for the Community or any other plan for or restriction upon the community property.
    2. Proposed master deed or deeds.
    3. By-Laws of the proposed homeowner's association.
    4. Proposed agreement of sale.
    5. Proposed form of deed.
  - c. The documents shall be forwarded to the Board and shall be subject to review of the Board and of the Township Council as to their adequacy and ensuring that the community shall be constituted so as to be consistent with the purposes and requirements of this section. The proposed documents and restrictions shall indicate a comprehensive and equitable program for the orderly transition of control over the homeowner's association from the applicant or the developer to the actual homeowners of the community.
  - d. In addition to the foregoing, it shall be mandatory for any applicant to provide the Board and the Township Council with copies of all submissions to be made to any State agency, pursuant to the Retirement Community Full Disclosure Act, at all stages of development.
  - e. No construction permit shall be issued for the alteration of the exterior of any residence, or construction of accessory structures located within any planned residential retirement community, unless the application for such permit is accompanied by a written statement issued by the association organized under subsection 35-101.12 of this section, indicating whether the association has approved the proposed improvement. In the absence of such approval, the Construction Official may, if otherwise required to issue the permit pursuant to the Uniform Construction Code, note on the permit that the application must obtain
  - f. such approval before beginning construction. (Ord. No. 94-29, 118-16.25ASN; Ord. No. 06-68-OAB 1,2)
6. If any other term or condition of these Rules and Regulations are violated, the Silver Ridge Board of Trustees may take any and all appropriate action, against any Owner whose Lot or Living Unit is the subject of violative conduct, including but not limited to the following:
- a. Imposing a fine of up to \$500.00 for any violation;
  - b. Seeking a "stop construction order" from Berkeley Township;
  - c. Imposing additional fines of not more than \$100 per day for each day work or construction continues in violation of these Rules and Regulations;
  - d. Imposing additional fines of not more than \$50.00 per day for each day unauthorized construction remains unrestored to the condition as constructed by the Developer;
  - e. Self-help, including reimbursement for the cost of rectifying all unauthorized conduct;
  - f. Seeking judicial relief against such Owner for the collection of said fines, injunctive relief and

- g. reimbursement for all attorneys' fees and costs incurred by Silver Ridge as a result of conduct and activity violating any of the terms and conditions of these Rules and Regulations, whether or not judicial relief is sought or obtained.

**NOTICE AND RECORDING**, Silver Ridge is authorized and directed to post a copy of this Resolution in the Silver Ridge clubhouse for a period of sixty (60) days. The Silver ridge Board of Trustees also hereby authorizes and directs its legal counsel to arrange for recordation of this Resolution with the Ocean County Register's Office in order to establish the recording of this Resolution in the chain of title.