

# SILVER RIDGE PARK WESTERLY HOMEOWNERS ASSOCIATION



## *Declaration Of Covenants and Restrictions and The By-Laws 2012*

*Along with Rules and Regulations*

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*Where we love is home - home that our  
feet may leave, but not our hearts.*

*Oliver Wendell Holmes*

SILVER RIDGE PARK  
WESTERLY  
HOMEOWNERS ASSOCIATION

*Declaration Of Covenants  
and Restrictions  
and  
The By-Laws  
2012*

*Along with Rules and Regulations*





*Declaration Of Covenants  
and Restrictions*



THIS DECLARATION MADE THIS Twenty-second day of April in the year of our Lord One Thousand Nine Hundred and eighty-two, by R.F. Doss, Inc., a corporation of the State of New Jersey, having its principal office in the Township of Dover, in the county of Ocean and State of New Jersey, hereinafter, and within the text of this instrument, referred to as the Developer.

WHEREAS, R. F. DOSS, INC., is the owner of certain lands and premises situated, lying and being in the Township of Berkeley, in the county of Ocean and State of New Jersey, more particularly described in Article 2 of the within Declaration, and desires to create a planned residential retirement community consistent with appropriate ordinances of the Township of Berkeley, a municipal corporation of the State of New Jersey, which shall provide for open spaces, single family dwellings, and other facilities for the benefit of said community; and

WHEREAS, the Developer desires to provide for and assure the preservation of the values and amenities in said community and for the maintenance of said open spaces, and other common facilities; and, to that end desires to subject the real property described in Article 2, together with any additions as may be made hereinafter set forth, each of which is and are for the benefit of said properties, the Developer, and the grantee of the Developer thereof; and

WHEREAS, the Developer has deemed it desirable and for the practicable preservation of the values of the lands and the improvements to be constructed in said community to create an agency to which may be assigned the powers of maintaining and administering the common properties and facilities in the community and administering and enforcing the same, and jointly with the Developer, or severally, enforcing the covenants and restrictions and collecting all assessments and charges hereinafter created, or created by such agency, and disbursing the same in connection with its function as herein provided; and

WHEREAS, the Developer has incorporated under the law of the State of New Jersey as a non-profit corporation, the SILVER RIDGE PARK WEST-WESTERLY EXTENSION HOMEOWNERS ASSOCIATION, said incorporation being dated October 1, 1974 for the purpose of executing the functions aforementioned.

NOW, THEREFORE, the Developer, under and by virtue of the within instrument, subjects the real property, as hereinafter described in Article 2 hereof, together with such additions as hereinafter may be made thereto, and claims that the same 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, and 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.

**SILVER RIDGE PARK WESTERLY HOMEOWNERS ASSOCIATION  
DECLARATION OF COVENANTS AND RESTRICTIONS**

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# SILVER RIDGE PARK WESTERLY HOMEOWNERS ASSOCIATION DECLARATION OF COVENANTS AND RESTRICTIONS

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**ARTICLE I**  
**DEFINITIONS**

**SECTION I**

The following words when used in this DECLARATION shall have meaning as follows:

- (a) "Developer" – R.F. Doss, Inc., a corporation of the State of New Jersey, or any successor in right, title and interest of said R.F. Doss, Inc., who shall hold title to not less than 15% of the area of the land described in Article 2 hereof.
- (b) "ASSOCIATION" shall refer to:  
SILVER RIDGE PARK WESTERLY HOMEOWNERS ASSOCIATION
- (c) "THE PROPERTIES" shall mean and refer to all of the lands, as described in Article 2 hereof, and any additional thereto that are to be subject to this DECLARATION or by any supplementary DECLARATION under the provision of the article providing for such additions as herein set forth.
- (d) "COMMON PROPERTY" shall mean and refer to those areas of land shown on any recorded subdivision plot of the properties intended to be devoted to the common use and enjoyment of the owners of the PROPERTY.
- (e) "LOT" shall mean and refer to any plot of land shown on any subdivision map of the PROPERTY designated and intended for use and occupancy as a residence by a single family.
- (f) "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.
- (g) "OWNER" shall mean and refer to the recorded owner of the fee simple title to any Lot or Living Unit situated upon the properties, but shall not refer to the mortgagee of a Living Unit or Lot.
- (h) "MEMBER" shall mean and refer to those Owners who are Members of the ASSOCIATION as provided in Article 4 hereof.
- (i) "ASSOCIATE MEMBER" shall mean and refer to those individuals who are allowed to join the ASSOCIATION though the same are not Owners of the fee as provided in Article 4 hereafter.

**ARTICLE II**  
**PROPERTIES SUBJECT TO THIS DECLARATION**  
**ADDITIONS THERETO**

**SECTION I**

**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 concrete monument which marks the northwesterly corner of Final Map of Silver Ridge Park West – Section 11, Berkeley Township, Ocean County, New Jersey Filed Map #B-1019; thence running according to the meridian thereof

- (1) South 11 degrees 29 minutes 56 seconds West, 26.63 feet to a point; thence
- (2) North 81 degrees 30 minutes 10 seconds East, 20.86 feet to a point; thence
- (3) South 8 degrees 29 minutes 50 seconds East, 100.00 feet to the northerly right-of-way line of Whitmore Drive; thence; thence along same
- (4) South 81 degrees 30 minutes 10 seconds West, 57.25 feet to the westerly line of Section 11 aforesaid; thence along same
- (5) South 11 degrees 29 minutes 56 seconds West, 1120.98 feet to an angle point; thence
- (6) South 2 degrees 45 minutes 09 seconds East, still along the westerly line of Section 11, 212.25 feet to a point; thence
- (7) North 52 degrees 42 minutes 26 seconds East, 69.24 feet to a point; thence
- (8) South 37 degrees 17 minutes 34 seconds East, 100.00 feet to the northwesterly right-of-way line of Westbrook Drive; thence along same
- (9) South 52 degrees 42 minutes 26 seconds West, 131.77 feet to the westerly line of Section 11; thence along same
- (10) South 2 degrees 42 minutes 09 seconds East, 60.71 feet to the southeasterly right-of-way line of Westbrook Drive; thence along same
- (11) North 52 degrees 42 minutes 26 seconds East, 25.02 to a point; thence
- (12) South 37 degrees 17 minutes 34 seconds East, 100.00 feet to a point; thence
- (13) South 52 degrees 42 minutes 26 seconds West, 93.85 feet to the aforementioned westerly line of Section 11; thence along same



**ARTICLE II (Cont)**

- (14) South 2 degrees 45 minutes 09 seconds East, 565.21 feet to the right-of-way (now Jersey Central Power and Light Co.); thence along same
- (15) South 88 degrees 56 minutes 16 seconds West, 2798.03 feet to a point; thence
- (16) North 1 degrees 03 minutes 44 seconds West, 2740.00 feet to a point; thence
- (17) North 88 degrees 56 minutes 16 seconds East, 3000.00 feet to a point; thence
- (18) South 1 degrees 03 minutes 44 seconds East, 250.00 feet to a point; thence
- (19) North 88 degrees 56 minutes 16 seconds East, 100.00 feet to a point; thence
- (20) North 1 degrees 03 minutes 44 seconds West, 250.00 feet to a point; thence
- (21) North 88 degrees 56 minutes 16 seconds East, 250.00 feet to a point; thence
- (22) South 1 degrees 03 minutes 44 seconds East, 394.88 feet to a point in the northerly line of Silver Ridge Park West – Section 11 aforesaid; thence along same
- (23) South 81 degrees 30 minutes 10 seconds West, 313.77 feet to the BEGINNING containing 184.4 acres.

**SECTION 2**

**ADDITIONS TO EXISTING PROPERTY**

Additional lands may be made subject to this DECLARATION in the following manner:

- (a) The Developer shall have the right to bring within the scheme of this DECLARATION additional property in the future stages of development, provided that such additions are in accord with a General Plan of Development and approved under the terms of Ordinance No.278 of the Township Berkeley or any amendments or additions thereof prepared prior to the sale of any Lot and made known to every purchaser which may be deemed appropriate and proper under the circumstances prior to the sale by the Developer.
- (b) It is the intention of the Developer that any person or persons who purchase any Lot or Living Unit in the properties that may be subsequently added to the existing properties, shall have voting rights in the Association, right of enjoyment to all the common properties, and any other benefits incidental to membership, equal to the then members of the record ASSOCIATION.

## ARTICLE II (Cont.)

- (c) SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS with respect to the additional properties which shall extend the scheme of the covenants and restrictions of the DECLARATION to such property. Such Supplementary Declaration may contain such additions, modifications of and complimentary covenants and restrictions contained in this DECLARATION 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 this DECLARATION. In no event, however, shall any Supplementary Declaration revoke the existing DECLARATION OF COVENANTS AND RESTRICTIONS.

## ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

### SECTION I

#### CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT

The Owner of any Living Unit hereby covenants and agrees to pay the Association in accordance with these DECLARATION OF COVENANTS AND RESTRICTIONS (1) annual assessment or charge **payable semi-annually**, (2) special assessment to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such **penalty** hereon, and costs of collection thereof, as hereinafter provided shall be charged to the land and shall be a continuing lien upon the property against which each assessment is made. Notwithstanding anything to the contrary contained herein, the Developer shall be exempt from the payment of any charges pursuant to this paragraph for underdeveloped Lots, with home under construction, model houses and other properties owned by the Developer which are described herein.

### SECTION 2

#### PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used generally for the purpose of promoting the recreation, health, safety and welfare of the residents of Silver Ridge Park Westerly and in particular, for the improvements and maintenance of 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 replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

## ARTICLE III (Cont.)

### SECTION 3

#### BASIS AND COST

The BOARD OF TRUSTEES, with the approval of the membership, as set forth in ARTICLE III, SECTION 5 of this DECLARATION, shall determine the annual assessment. This annual assessment should cover the expected annual expenses to maintain and improve the physical properties of the HOMEOWNERS ASSOCIATION including costs of future major expenditures by way of reserve accounts. Such items as roof replacement, heating and cooling equipment replacement and major pool repairs or replacement should be included in the reserve accounts. The assessment shall be reviewed annually and payable SEMI-ANNUALLY, the first half on January 1<sup>st</sup> and the second half on July 1<sup>st</sup> of each year. The foregoing assessment shall cover the fee owner or owners of the property provided the same does not exceed two. In the event there are more than two owners or there are additional permanent residents occupying the premises, the same shall be required to become ASSOCIATE MEMBERS. They may be subject to an additional annual fee set by the BOARD OF TRUSTEES and APPROVED BY THE MEMBERSHIP as set forth in ARTICLE III, SECTION 5 OF THIS DECLARATION. These fees will also be payable on the 1<sup>st</sup> of January and the 1<sup>st</sup> of July.

### SECTION 4

#### SPECIAL ASSESSMENTS

In addition to the annual assessments authorized by SECTION 3 hereof, the Association may levy a special assessment for emergency funding due to a financial emergency, acts of God, storms, fires, major equipment failures, etc. Such an assessment shall have the assent of a 2/3rds majority of the votes of the voting Members at a meeting duly called for this purpose. Capital improvements shall not be funded using this assessment except as noted below.

Capital improvements may be funded by a special assessment per the preceding paragraph but are limited to a total of \$25,000. Special assessments for capital improvements totaling in excess of \$25,000 must be approved by a majority of the voting membership of the entire community using a written ballot.

### SECTION 5

#### QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 & 4

The quorum required for any action authorized in the Covenants or By-Laws shall be as follows:

At the first Homeowner's Meeting called, the necessary quorum of Members entitled to vote shall be seventy (70) or more. If the required quorum is not met at this Meeting and if the Board cannot secure enough Members eligible to vote to reach the required seventy (70) Members, then a second meeting may be called subject to the notice requirements.

The required quorum at the second meeting shall be fifty-five (55) Members eligible to vote. A count must be taken before the meeting begins to insure that a quorum of eligible members is present.

## ARTICLE III (Cont.)

### SECTION 6

**THE PERSONAL OBLIGATION OF THE OWNER:**  
**THE LIEN: REMEDIES OF ASSOCIATION.**  
**EFFECT OF NON-PAYMENT OF ASSESSMENT:**

#### **NON PAYMENT OF ASSESSMENT**

In the event the payment of the Maintenance Fee or Special Assessment is not paid at the end of the semi-annual due date or Assessment due date, they then shall become delinquent and shall, together with such late fee, plus the cost of collection, therefore, become a continuing lien on the property which shall bind such property in the hands of the Owner(s), its successors in title and assigns.

The personal obligation of the current owner(s) to pay such Maintenance Fee, however, shall remain his/her personal obligation for the statutory period and shall not pass to their successors in title unless expressly assumed by the successors in writing. If the Maintenance Fee payment is not paid within thirty (30) days after the due date, the Maintenance Fee shall be subject to late fees from the date of delinquency. The Association may bring an action at law against the Owner(s) personally obligated to pay the same or to foreclose the lien against the property. There shall be added to the amount of such Maintenance Fee, the cost of preparing, the filing of the complaint and reasonable attorney fees to be fixed by the court, together with all other cost(s).

**Delinquent Maintenance Fees and Special Assessments shall be subject to a Penalty of \$15.00 per month, thirty (30) days past the due date until dues or Assessments are no longer delinquent.** The Homeowner will be notified by registered letter from the Corporate Attorney that a lien will be placed on the property and will remain until such time when the dues, the Assessment and Penalty Fee is paid.

### 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 a sale 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 such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

### SECTION 8

#### **EXEMPT PROPERTY**

The following property subject to this DECLARATION shall be exempt from the assessments, charged 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.

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

**ARTICLE IV**  
**ASSOCIATION VOTING RIGHTS AND MEMBERSHIP**

**SECTION 1**

**MEMBERSHIP**

Every person or entity who is a record Owner of a fee or undivided fee, interest in any Lot (or Living Unit) which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. In addition to the foregoing, occupants of Living Units who are not record Owners of the fee shall be eligible to become Associate Members of the Association.

**SECTION 2**

**VOTING RIGHTS**

Members shall be those persons defined as Owners as set forth in SECTION 1. Members shall be entitled to one vote for each Lot in which they hold the interests required for Membership by SECTION 1. In the event two or more persons hold an interest in one Lot, they shall be entitled to one vote together, representing the one Lot. Associate Members shall have no voting rights. Corporations or other types of business may not purchase a Lot or Lots. Only individuals in the private sector fifty-five (55) years of age and older are eligible.

**ARTICLE V**  
**ARCHITECTURAL CONTROL**

**SECTION 1**

**APPROVAL BY BOARD OF TRUSTEE S**

No building or other structure, fence, living fence, wall, swimming pool, or any other structure, either of a permanent or temporary character, shall be erected, moved on, installed, commenced or maintained, upon the properties, nor shall any exterior addition to, or alteration, be made to any existing building or structure, unless the plans and specifications thereof, showing the nature, kind, shape, height, materials, and location of same, shall have been submitted to and approved in writing, as to harmony, as to external design, and location to surrounding structures and topography, upon recommendation of the Architectural Committee and final approval by the Board of Trustees.

No building permits will be issued without written approval by the Board of Trustees and Berkeley Township.

**ARTICLE V (Cont.)**

**SECTION 2**

**APPROVAL BY COMMITTEE**

The Architectural Control Committee of the Association which shall consist of either (1) The Board of Directors of the Association, or (2) of a committee composed of not less than three (3) persons appointed by the Board of Directors of the Association.

**SECTION 3**

**TIME FOR APPROVAL**

In the event the Association, either through its Board of Directors or its designated Committee, shall fail to take any action either approving or disapproving any plans and specifications, as referred to in SECTION 2 hereof, within sixty (60) days after said plans and specifications are submitted to it, 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 VI**  
**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 VII**  
**EXTERIOR MAINTENANCE**

**SECTION 1**

**EXTERIOR MAINTENANCE**

The Owner of each Lot or Living Unit shall be solely responsible for the exterior maintenance of the Lot and/or Living Unit owned by him/her, and shall be solely responsible for the expenses and costs thereof, 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 sixty (60) days written notice requesting that the condition be corrected. In the event that said Owner does not correct the condition within sixty (60) days, the Association may provide exterior maintenance to correct said condition and add a fine equal to the Association cost including any collection fees.

**ARTICLE VII (Cont.)**

**SECTION 2**

**ASSESSMENT OF COST**

The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to, and become part of, the annual maintenance assessment or charge to which such Lot or Living Unit is subject under ARTICLE III hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in ARTICLE III hereof, provided that the Board of Trustees of the Association when establishing the annual assessment against such Lot for any assessment year as required under ARTICLE III hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall thereafter make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

**ARTICLE VIII**  
**RESTRICTIONS AND SUBSEQUENT TRANSFER**

WHEREAS, each original sale was induced by the concept of a development for the elderly, the following Covenants and Restrictions shall, as each and every other Covenant and Restriction expressed in this DECLARATION, run with and bind the land and shall endure to the benefit of, and enforceable by, the Association as well as each Lot or Living Unit Owner.

- (a) No Member of the Association as defined in the 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 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, assignment or grant of a Lot or Living Unit shall be made until the existing Owner or Owners who desire to transfer 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 his or her rights, privileges and amenities under the Constitution of the United States of America and the State of New Jersey, the intention being to maintain a retirement community.
- (c) Any Owner of a Lot or Living Unit must occupy his or her Unit for a period of two (2) years prior to leasing or renting such Unit. 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 the Membership in the Association, specifically that said prospective tenant would qualify as purchaser, as provided in Paragraph A of this Article.
- (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, testate or intestate, leaving said property to one or more persons who do not qualify as a Member of the Association by reason of the fact that they shall be less than fifty-five (55) years of age, these restrictions shall be in no way construed to restrict the ownership of said Lot or Living Unit by said heirs, PROVIDED, HOWEVER, that such heir or heirs shall not occupy said Lot or Living Unit until such time as he or she meets the age qualifications.



### ARTICLE VIII (Cont.)

- (f) No building is to be used for other than residential purposes unless the same has been approved by the Township of Berkeley and is so shown on the Site Plan.
- (g) As provided in Article VII herein, no building, fence, wall, swimming pool, or any other structure, shall be commenced, constructed or maintained upon THE PROPERTIES, nor shall additions to, or change or alterations thereon be made until the plans and specifications of same have been approved by the Developer or the Association, as therein provided.
- (h) 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
- (i) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. None of said objects or structures shall be put on THE PROPERTIES by the Owners or renters, either temporarily or permanently. Motor vehicles used by the residents or renters shall be limited to passenger types such as motorcycles, passenger cars, SUVs, standard sized or small pick up trucks, passenger vans (nine passengers maximum).
- (j) No commercial mowing or cutting of lawns, trees or other noise producing activities shall be done or permitted on Sundays or legal holidays.
- (k) 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, storage tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.
- (l) 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.
- (m) No Lot or the Common Grounds of the Association shall be used or maintained as a dumping ground for rubbish , trash, leaves or cuttings. The first offence shall carry a fine of \$25, a second or subsequent offence shall carry a fine of \$250.

Garbage or other waste shall not be kept on any Lot except in sanitary containers. All other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

- (n) No clothesline may be installed by the Owner of any Lot or Living Unit in the property other than the collapsible umbrella type or similar prefabricated drying apparatus. Clotheslines shall not be used on Sundays.
- (o) There shall be no more than four (4) persons living as occupants in any Living Unit on either a permanent or temporary basis.
- (p) 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.

**ARTICLE VIII (Cont.)**

- (q) The Owner of any 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) consecutive days.
- (r) 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.
- (s) Invalidation of any of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.
- (t) All Antennas shall be as described in the over The Air Reception Devices Rule, Section 207 of the Telecommunication Act of 1996. No other communication medium or antenna not specifically included in the rule, including any associated tower, etc. shall be allowed.

**ARTICLE IX**  
**DURATION**

**SECTION 1**

**ASSOCIATION MEMBERSHIP**

All property Owners shall automatically become Members of the ASSOCIATION. Membership in the ASSOCIATION shall give the benefits as defined in other provisions of the DECLARATION. No property Owner shall have the right to terminate his or her Membership in the ASSOCIATION except by sale or transfer of the Lot or Living Unit.

**SECTION 2**

**COVENANTS AND RESTRICTIONS – 10-YEAR TERM**

The Covenants and Restrictions of this DECLARATION shall run for a period of ten (10) years and shall run with and bind the land and shall enure to the benefit of and be enforceable by the ASSOCIATION or the Owner of any land subject to the DECLARATION, their respective legal representatives, heirs, successors, and assigns, for a period of ten (10) years from the date this DECLARATION is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument approved by the majority of the Members of the ASSOCIATION voting, according to ARTICLE III, SECTION 5 of this DECLARATION, agreeing to change said Covenants and Restrictions in whole or in part, is presented to the Board of Trustees.

**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 published in the SIGN POST and delivered to the address of the property. Notice shall also be posted in the Club House at least TWO WEEKS prior to the meeting. If time is of the essence, then the US mail shall be used.

## **ARTICLE IX (Cont)**

### **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. In the event the ASSOCIATION fails to give its assurance to the seller that the purchaser meets all the conditions and provisions of membership in the Association within thirty (30) days after receipt of a written request for such assurance, the purchaser shall be deemed approved.

### **SECTION 5**

#### **SEVERABILITY**

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

**ARTICLE X**  
**AMENDMENTS TO COVENANTS**

**SECTION 1**

**REQUIREMENTS FOR CHANGE**

This Declaration may be amended only by a majority vote of the Board of Trustees and a majority of the Members of the Association voting, except as otherwise noted in this document. When interpreting the Declaration, intent plays no role. If the language is clear, the actual wording shall be the true meaning.

**THESE COVENANTS AND RESTRICTIONS HAVE BEEN REVISED BY A COMMITTEE OF  
NINE DURING 2012 WITH FINAL HOMEOWNER'S APPROVAL  
MAY 15, 2012**

THE COMMITTEE AND EXECUTIVE BOARD CONSISTED OF THE FOLLOWING  
HOMEOWNERS:

**BY-LAWS COMMITTEE**

**JOE BUSSE, CHAIRMAN  
RAY SEICHTER  
EILEEN GRAZIANO  
AL LATINI  
ROZ VICARO  
TONY NAPPE  
ROSS MANFRE  
LOU GALLO  
RITA GALANTE**

**BOARD OF TRUSTEES**

<b>DOMINICK MARTUCCI</b>	<b>PRESIDENT</b>
<b>JOHN GOFF</b>	<b>VICE PRES</b>
<b>SALVATORE DEL MASTRO</b>	<b>TREASURER</b>
<b>BILL MOLINARO</b>	<b>SECRETARY</b>
<b>JAMES O'BRIEN</b>	<b>TRUSTEE</b>
<b>PATRICIA SCANLON</b>	<b>TRUSTEE</b>
<b>LOIS TUFANO</b>	<b>TRUSTEE</b>
<b>CAROL WINSLOW</b>	<b>TRUSTEE</b>
<b>JAMES SCHUGSTA</b>	<b>TRUSTEE</b>

THE CHANGES PROPOSED BY THE ABOVE WERE VOTED ON AND APPROVED BY THE HOMEOWNERS MAY 15, 2012, HAVE BEEN INSERTED, AS APPLICABLE, INTO THE DECLARATION OF COVENANTS AND RESTRICTIONS.

**SIGNATURES OF THE BOARD PRESIDENT, BOARD SECRETARY  
AND NOTARY PUBLIC ARE ON FILE**





*The 2012  
By-Laws*

**SILVER RIDGE PARK WESTERLY HOMEOWNERS ASSOCIATION  
BY - LAWS OF THE HOMEOWNERS CORPORATION**

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**BY-LAWS OF SILVER RIDGE PARK WESTERLY  
HOMEOWNER'S CORPORATION**

**ARTICLE 1  
ORGANIZATION**

**SECTION 1**

The name of this Organization shall be Silver Ridge Park Westerly with its principle office located at 39 Millbrook Driver, Toms River, N.J., 08757, in the Township of Berkeley, in the County of Ocean, in the State of New Jersey.

**SECTION 2**

The Association shall have a seal which shall be in the authorized form.

**SECTION 3**

The Association is a non-profit Corporation.

**SECTION 4**

The period of duration of said Corporation is perpetual.

**SECTION 5**

The Association may change its name by a vote of the Membership, as set forth in ARTICLE IIA, SECTION 4 of these By-Laws.

**ARTICLE IA  
DEFINITIONS**

**SECTION 1 SCOPE**

These By-Laws shall be applicable to all Members, Owners, Associate Members and Lessees.

**SECTION 2 OCCUPANCY & MEMBERSHIP**

Occupancy or ownership of any unit by any person or persons shall be deemed to mean that person has consented to and agrees to be bound by these By-Laws and Declaration and such other rules and regulations as may be promulgated by the Board from time to time.

**SECTION 3**

The following words, when used in these By-Laws shall have meaning as follows:

- (a) **“Corporation”** shall mean and refer to Silver Ridge Park Westerly Homeowner’s Corporation, a non-profit corporation. “Association” shall be used synonymous with the word “Corporation”.

## ARTICLE IA (Cont.)

- (b) **“Properties”** shall mean and refer to all the land as described in ARTICLE II of the Declaration, and any additions thereto, which are subject to the Declaration or any supplementary Declaration under provisions of ARTICLE II, SECTION 2, of the Declaration.
- (c) **“Common Properties”** shall mean and refer to those areas of land devoted to the common use and enjoyment of the Owners, and designated as “Green Area” on any filed subdivision map of the properties, together with any and all facilities thereon.
- (d) **“Lot”** shall mean and refer to any plot of land shown on any subdivision map of the properties with the exception of common properties as herein defined.
- (e) **“Living Unit”** shall mean and refer to all or any portion of a building situated upon the properties designated and intended for use in occupancy as a residence.
- (f) **“Owner”** shall mean and refer to the record Owner/Member, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit, but notwithstanding any applicable theory of mortgage or liens shall not refer to a mortgage or lien holder of any Living Unit upon any Lot Owners are entitled to one (1) vote per Lot.
- (g) **“Board”** shall mean and refer to the Board of Trustees of the Corporation.
- (h) **“Associate Member”** shall mean and refer to any person or persons who are an authorized permanent occupant of any Lot or Living Unit without regard to ownership. An Associate Member is not entitled to vote.
- (i) **“Declaration”** shall mean and refer to the Declaration of Covenants and Restrictions of Silver Ridge Park Westerly, and any amendments or supplementary declarations thereto as may be added.
- (j) **“Lessee”** shall refer to those individual or individuals who rent or lease a Living Unit from a **qualified** Owner/Member. A lessee can not vote or be eligible for a Membership or Associate Membership.

## ARTICLE II PURPOSE

### SECTION 1

The following are the purposes for which this Association was established:

- (a) To ensure that all limitations, restrictions, and requirements of the Declaration of Covenants and Restrictions are enforced.
- (b) To ensure that the ultimate purpose of Silver Ridge Park Westerly is to serve as an adult community with adults as specified in the text entitled “Silver Ridge Park Westerly Declaration of Covenants and Restrictions, ARTICLE VIII, paragraph (a)”.
- (c) To act as a cooperative body of Homeowners which takes a position and acts on matters pertaining to increasing and improving the facilities of Silver Ridge Park Westerly.
- (d) To ensure that all Common Property, recreational facilities, and common walkways are maintained properly.

## ARTICLE II (Cont)

- (e) To enforce and regulate those conditions as specified in the text “Silver Ridge Park Westerly Declaration of Covenants and Restrictions”, a copy of which is attached hereto and incorporated herein.

### ARTICLE IIA CORPORATION MEMBERS, MEETING AND VOTING RIGHTS

#### SECTION 1

##### OWNERS/MEMBERS

- (a) Every person or persons who is an Owner of a Lot, or a fee interest in a Lot, which is subject by the Declaration to assessment by the Corporation, shall be a Member of the Corporation, provided, however, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Such Owner, or Owners, covenant and agree by virtue of the acceptance of a deed, to automatically become a Member in such Corporation. There shall be issued, at the closing of title, a single Membership certificate per Lot to each and every purchaser or purchasers of every Lot.
- (b) No Member of the Association shall be less than the age of 55 with the exception of the surviving spouse.

#### SECTION 2

##### DEEDS

Each and every Owner or Owner’s interest in the Corporation shall be conveyed automatically by the delivery of any deed to a party or parties. The conveyance of such deed shall automatically pass the title of the Owner’s share in the Corporation to the purchaser.

#### SECTION 3

##### MEETINGS

The Secretary shall cause to be delivered to every Member in good standing at the address as it appears in the Membership Roll Book of the Association, a notice telling the time and place of the meetings, special meetings, and voting on referendums at least five (5) days prior to the meeting. Additionally, such shall be posted in the Clubhouse. All meetings of the Executive Board, (**except conference or working sessions at which no binding votes are to be taken**), shall be open to attendance by all Unit Owners; except that the Executive Board may exclude or restrict attendance at those meetings, or portions of meetings, dealing with (1) any matter of the disclosure of which would constitutes an unwarranted invasion of individual privacy; (2) any pending or anticipated litigation or contract negotiations; (3) any matters falling within the Attorney-Client privilege, to the extent that confidentiality is required or order for the Attorney to exercise his ethical duties as a lawyer, or (4) any matter involving employment, promotion, discipline or dismissal of a specific officer or employee of the Association. At each meeting required under this subsection to be open to all Unit Owners, the participation of Unit Owners in the proceedings or the provision of a public comment session shall be at the discretion of the Executive Board. Minutes of the proceedings shall be taken, and copies of those minutes shall be made available to all Unit Owners.

## **ARTICLE IIA (Cont.)**

### **SECTION 4**

#### **QUORUM AND ADJOURNED MEETINGS**

At all meetings of the Board, a majority of the Trustees shall constitute a quorum for the transaction of business and the votes of the majority of the Trustees present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board there shall be less than a quorum present, the majority of those present shall adjourn the meeting to a new date, The majority of the Trustees present at a Board meeting at which a quorum is present shall be necessary for a valid action by the Board on any matter not requiring a vote of the membership.

### **SECTION 5**

#### **SPECIAL MEETING**

Special Meetings may be called by the President, a majority of the Board of Trustees or by a petition signed by at least one hundred sixty five (165) (approximately 25% of the total Membership) unit owners eligible to vote. One vote per living unit. Notice of a Special Meeting shall include an agenda listing the specific business to be transacted. No other business may be conducted at this Special Meeting. In an emergency, the President or any three (3) Trustees may call a Special Meeting without notice. Minutes shall be recorded and ratified at a next regular Homeowners Meeting.

### **SECTION 6**

#### **TRUSTEE & HOMEOWNER MEETINGS**

Meetings of the Corporation shall be held at the principal office or such other place as may be designated by the Board. Trustee Meetings are held each month, the second (2<sup>nd</sup>) Tuesday of the month at Homeowner's Headquarters.

Homeowner Meetings are held on the third (3<sup>rd</sup>) Thursday of the month, at the Corporation office building. Homeowner Meetings may or may not be held in July and August at the discretion of the sitting Board of Trustees. The Board may change or cancel such meetings; however, notice must be provided and delivered to Unit Owners five (5) calendar days prior to the cancellation date, except Board work sessions. In emergency situations, the President, or any three (3) Trustees may cancel a meeting without notice. The reason for the emergency will be announced at the next regular Homeowner's Meeting. Decisions of the Board require a majority vote unless otherwise listed in these By-Laws or the Declaration. Minutes of the Homeowner's Meetings shall be posted on the Bulletin Board.

### **SECTION 7**

#### **MEMBERS LIST**

The Secretary of the Corporation shall be responsible to maintain and update a list of members of the Corporation, together with their last-known addresses. The Secretary may appoint a person to do this task. The Real Estate coordinator shall furnish the Secretary with all the membership changes at the time of closing. The list shall be open for inspection by all members during business hours.

## ARTICLE IIA (Cont.)

### SECTION 8

#### NOMINATION AND ELECTION OF TRUSTEES

The Annual Election of Trustees will be held on the second (2<sup>nd</sup>) Tuesday in the month of JUNE beginning in the year 2011 and each year thereafter. There will be NO election in 2010.

#### NOMINATING PROCEDURES

- (1) **A Nominating Committee of five (5) Committee Members (Homeowners) but not less than (3) Committee Members.** A Chairperson (Homeowner) will be appointed by the President in **February** of each year. Board Members may not serve on these Committees.
- (2) The Nominees will be introduced at the **April** Homeowner's Meeting. Each candidate shall state the reasons for running for the Board along with a brief synopsis of their work experience.
- (3) A **Special Election Sign Post** shall publish each candidate's photograph and a fifty (50) word or less statement of their work experience and reason for running.
- (4) Nominations will be accepted from the floor at the **April** Homeowner's Meeting. All nominees must be Homeowners and must reside in Silver Ridge Park Westerly for one year. Only **one (1) Homeowner per Living Unit** is qualified for nomination to the Board.
- (5) No resident shall be eligible or run for the office of Trustee if they are unavailable or away from the Community for a length of time that exceeds **three (3) months**.
- (6) Write-in votes from Homeowners are permitted.

#### NOMINATION AND ELECTION OF TRUSTEES

#### ELECTION COMMITTEE

- (1) The Election Committee will be appointed at the **March** Homeowner's Meeting. The Committee will consist of **one (1) chairperson, ten (10) Tellers, and two (2) Alternates**.
- (2) The President shall name the Chairperson. The Chairperson shall obtain a minimum of ten (10) Tellers. If more Tellers are necessary, the Chairperson will select and appoint these Tellers.
- (3) A special time and date shall be set by the Chairperson for Candidates to draw for their position on the Ballot. All Candidates must be present at the drawing.
- (4) A Ballot listing the name and position on the Ballot will be published in the Special Election Sign Post.



## ARTICLE IIA (Cont.)

### ABSENTEE BALLOTS

- (1) Members unable to vote in person due to illness or will be out of town may vote using an Absentee Ballot which can be obtained as follows:
- (2) Absentee ballots are to be handed out or received by the Chairperson or Co-Chairperson of the Election Committee at the Clubhouse on appointed days and specific times.
- (3) Absentee Ballots are to be placed in an unmarked envelope sealed and placed in another envelope with the Member's name on it. The Absentee Ballot can be mailed or hand-delivered and received by the Chairperson or designee on or prior to Election Day.
- (4) Absentee Ballots are to be dropped in a locked designated container. Only the Election Committee Chairperson shall hold the key to said container.
- (5) Only Homeowners who are in good standing and not delinquent in payment of Dues and/or Assessments are eligible to obtain an Absentee Ballot or Regular Ballot.
- (6) All Absentee Ballots must be recorded and must have the name of the voter in the outer envelope otherwise the Absentee Ballot will be null and void.

### VOTING PROCEDURES

- (1) The Polls will be open from 10am – 2pm and 4pm – 7pm.
- (2) Trustee Elections must be by Ballot only. One vote per household.
- (3) All voters must sign the Election Register prior to voting. Voters will mark their Ballot and place the Ballot in the Special Ballot Box. Tellers will be assigned to witness and supervise these procedures.
- (4) After the Polls close at 7pm, the Chairperson will assign Tellers to count the Ballots and Tellers to record the votes for each candidate. Candidates may name an observer to witness the counting and recording. All counting of Ballots will be conducted in a secure location. Tellers will compare the number of Ballots cast to the number of Members signing the Register. Such Observers' names must be submitted prior to the Election.
- (5) Tellers will insure the Election Registers are ready and prepare Ballots for the Election.

### TELLERS ELECTION REPORT

Tellers will prepare a written report listing the following:

- (1) Total number of Ballots cast.
- (2) Total number of Absentee Ballots provided.
- (3) Total number of Absentee Ballots cast.
- (4) The number of votes for each Candidate.
- (5) Total number of "write-in" Candidates.
- (6) The report will also list the number of Regular Ballots cast at the polling location and the number of Absentee Ballots cast for each Candidate.

## **ARTICLE IIA (Cont.)**

Election results will be posted in the Corporate Headquarters no later than the day after the Election and will be published in the next Sign Post.

### **SECURE BALLOTS**

After the Election Committee has made their report, all Ballots including Absentee Ballots, must be kept in the Corporate Headquarters in a secure location by the Board Secretary for a period of one (1) year. The Ballots may then be discarded so long as there has not been a challenge or a filed complaint.

### **OATH OF OFFICE**

The Oath of Office will be given to the newly elected Trustees at the Homeowner's Meeting in June.

### **OFFICERS**

A Special Board Meeting will be called in July for the election of Officers, including the President. In addition, the newly elected Trustees will be given their assignments.

## **ARTICLE III** **BOARD OF TRUSTEES**

### **SECTION 1**

As provided in the Certificate of Incorporation of the Silver Ridge Park Westerly Corporation, the duties, selection of, term of the Board shall be regulated by these By-Laws and the Declaration.

### **SECTION 2**

The business of this Organization shall be managed by a Board of Trustees consisting of a maximum of nine (9) and a minimum of seven (7) Trustees who shall be elected for a term of two (2) years. However, in the election of 2012 when the term of office of four (4) Members of the Board of Trustees shall be fixed at two (2) years and the term of office of any other vacancies shall be fixed at one (1) year. The four two-year terms shall go to the four individuals receiving the highest number of votes and the one-year terms shall go to the individuals receiving the next highest number of votes. In all subsequent elections five (5) Trustees shall be elected for a term of two (2) years in odd number years and four (4) Trustees shall be elected for a term of two (2) years in even number years. In the event, for any reason, more than five (5) vacancies exist in odd years or four (4) in even years, the individuals receiving the highest number of votes shall fill the two-year terms. The next highest number of votes shall fill the unfinished term(s). A Member may not serve as a Trustee for more than three (3) consecutive terms. This rule is waived when less than seven (7) Trustees are elected. When this occurs, a Trustee may serve a 4th consecutive term. A candidate must receive a minimum of 50% of the total votes cast to be elected.

The affairs of this Association shall be governed by the majority of the Board of trustees except as otherwise provided in the Silver Ridge Park Westerly Declaration of Covenants and Restrictions, Certificate of Incorporation, or other Articles of these By-Laws.

## ARTICLE III (Cont.)

### SECTION 3

The Board of Trustees shall meet on the second Tuesday of each month unless changed for a valid reason. Advance notice of such change shall be given to each Trustee in writing. Presence at such meeting shall be considered proof of required notice to the Trustee. Presence of the majority of the Trustees shall constitute a quorum.

A Trustee may be removed from the Board for failure to perform their duties in a satisfactory manner by two-thirds (2/3) Ballot vote of the total Board at a regular Homeowner's Meeting or by a petition signed by two-thirds (2/3) of voting Members of the Association. The petition(s) must outline the reason(s) for a Trustee removal. The President may call a Special Meeting for this purpose if requested by three (3) Board Members with notice.

In the event of a vacancy in a position of the Board of Trustees for whatever cause, such vacancy may be filled for the unexpired term within thirty (30) days at a Special Meeting of the Board of Trustees if necessary.

Any Trustee who shall be absent from three (3) consecutive Homeowner's Meetings or four (4) Trustee Meetings in one year shall be deemed to have resigned from the Trusteeship, except for reasons deemed acceptable by a majority vote of the Board.

### SECTION 4

All Trustees or Candidates for the Board must be a Member of the Corporation, in good standing, for one year prior to election.

### SECTION 5

The affairs of the Corporation shall be governed by the Board as provided in the Declaration, Certificate of Incorporation, or in these By-Laws. The power of the Board shall include, but not be limited to:

- (a) Maintain, care for, repair, reconstruct, and protect the Common Property and facilities, and render such other services for the health, benefit, and welfare of the Association and Owners as the Board may decide in its sole discretion.
- (b) Collect all assessments from the Owners and use monies for the operation of the Corporation.
- (c) Maintain checking accounts and savings accounts, or do any act to preserve the assets of the Corporation.
- (d) Prepare a balance sheet, statement of income, and budget for each year for the Corporation, reflecting the amounts estimated to be necessary to meet its expenses.
- (e) To employ and dismiss all employees or contractors and to retain such professionals for such period of time as the Board may determine in its sole discretion. All contractors must present a Certificate of Liability and Workmen's Compensation. A minimum of three (3) bids must be required for any item costing \$1,500 or more.

### **ARTICLE III (Cont.)**

- (f) To collect delinquent assessments and to employ the provisional powers set forth in the Declaration to collect, foreclose, execute, or levy against any Owner's personal Lot or Living Unit for such delinquency.
- (g) To keep a book of accounts, or receipts and expenditures and to retain legal counsel and accountants to assist the Board in the management of the Corporation.
- (h) To report the provisions of the Corporation, as embodied in the Articles of Incorporation, the Declaration and these By-Laws and subsequent rules and regulations specifically, but not by way of limitation, those provisions limiting permanent occupancy to persons fifty-five (55) years of age and over, or precluding permanent occupancy those under eighteen (18) years of age.
- (i) To insure against loss through fire and vandalism, to provide Director's Liability Insurance or insure for any other cause, and to maintain Public Liability Insurance.
- (j) To adopt such rules and regulations as the Board may deem necessary in its sole discretion.
- (k) To sue any person or entity in any court with competent jurisdiction, for any legitimate corporate purpose. The elected Trustee shall NOT be subject to any Physical and/or Verbal abuse for doing the job for which they were elected. Appropriate legal action may be taken at the expense of the Homeowner accused of such activity.
- (l) Dues are due January 1<sup>st</sup> and July 1<sup>st</sup>. Dues will become delinquent thirty (30) days after due dates.
- (m) Each Member and/or Owner shall be obligated to reimburse the Association for any expenses incurred by repairing or replacing any part or parts of the Common Property and/or facilities damaged solely by tenants, agents, guests or lessee promptly upon the receipt of the Association's statement thereof.
- (n) All meetings shall be conducted using Robert's Rules of Order as a guide insofar as they do not conflict with any regulations of these By-Laws.

### **ARTICLE IV** **OFFICERS**

#### **SECTION 1**

The Officers of the Corporation shall be a President, Vice-President, Secretary, Treasurer, and Financial Secretary. All Officers must be members of the Board of Trustees. All the Officers of the Corporation shall bear full responsibility for their duties as outlined in ARTICLE IV, SECTIONS 3,4,5,6 and 7 of the By-Laws and as designated by the President.

Any Trustee may delegate part of his duties, but not responsibility, with consent of and approval of the Board of Trustees.

## ARTICLE IV (Cont.)

### SECTION 2

The Officers, including the President, shall be elected annually by the Board by a majority vote, and such Officers shall be allowed to succeed themselves in the present elected office.

### SECTION 3

The President shall preside at all Association and Board meetings. He shall have all the powers and duties vested in him by the Certificate of Incorporation, the By-Laws, and the Declaration. The President shall not vote upon the acts of the Board of Trustees, except in the event of a tie vote.

### SECTION 4

The Vice-President, in the absence, or resignation, or inability of the President to exercise his office, shall have all the power and duties of the President and shall further have such duties and responsibilities as may be assigned to him by the President of the Board.

### SECTION 5

The Secretary shall attend all meetings of the Corporation and the Board and shall record all votes and take minutes of the proceedings, and shall draft resolutions and include all proceedings in a minute book, and shall perform all other duties incident to the office of the Secretary.

### SECTION 6

The Financial Secretary shall be responsible for the collection of all monies from Homeowner's dues, Clubs, or other sources collected for the welfare of the Corporation.

The Financial Secretary shall keep a record of all monies collected and turn these funds over to the Treasurer on a regular basis. The record will be in the form of a ledger.

### SECTION 7

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by the Board, provided however, that disbursements made in the ordinary course of business shall not need resolutions.

The Treasurer shall keep books of accounts and cause an annual audit of the Corporation books to be made by an independent accountant. The Treasurer shall prepare a balance sheet, income statement, and budget for each year, and give a monthly report. The report shall include a comparative financial statement of the current expenditures and disbursements along with the budget figures for the year.

### ANNUAL REPORT

The Treasurer will be responsible for presenting an Annual Report to the Homeowners on the third Thursday in September of each year. The Annual Report will be published in the September Sign Post.

## ARTICLE IV (Cont.)

### OPERATING BUDGET

Budget preparation and discussions will begin no later than January of the preceding year

The President will appoint a Budget Committee comprised of a Chairperson and four (4) Members of the Association (Including the Treasurer) whose purpose is to review the financial status of the Corporation and make recommendations for the Budget.

A Budget proposal must be completed and presented to the Board no later than March 31st

There will be a Special Meeting scheduled each year on the second Thursday in April for the sole purpose of presenting the new Budget to the Homeowners for their approval. Voting for the new Budget shall take place on the third Thursday in April at the Homeowner's Headquarters. If the new Budget is not approved, a meeting will be called by the Board of Trustees to discuss changes, if any, and present a revised Budget at the Homeowner's Meeting in May. A second vote will take place at said meeting. If the Budget is not approved, it will be brought before the Board of Trustees. A third, and final vote, will be by the Board of Trustees no later than June 15<sup>th</sup>. The approved Budget will be published in the July/August Sign Post.

### SECTION 8

No Officer shall, for reason of his office, be entitled to receive salary or compensation. Nothing herein shall be construed as preventing an Officer or Trustee from receiving any compensation from the Organization for duties other than as a Trustee or Officer.

The checks or drafts of the Association shall require the signature of any two Officers, members of the Board, or combination thereof.

### SECTION 9

The Association shall indemnify each Trustee and Officer against any loss, cost and expenses incurred in the furtherance of his duties. This will include Association counsel fees reasonably incurred in connection with the fulfillment of his duties. They shall be subject to the prior approval of the Board of Trustees, which in its sole discretion, may approve or disapprove any expenditure.

## ARTICLE V COMMITTEES

The President, with the approval of the Board, shall have the right in his sole discretion to designate such committee or committees as may be appropriate to assist the Board. Such committee or committees shall have as many members as the Board deems to be appropriate, and each member of any committee shall be appointed by a majority vote.

## ARTICLE VI SALARIES

The Board of Trustees shall hire and fix the compensation of any and all employees, which they in their discretion may determine to be necessary to the conduct of the business of the Association.

**ARTICLE VII**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**SILVER RIDGE PARK WESTERLY**

The Declaration, together with any amendment or supplementary declaration, shall be deemed incorporated herein by reference. In the event of any conflict, the Declaration, together with any amendment to supplementary Declaration, shall be deemed to be controlling.

**ARTICLE VIII**  
**VALIDITY**

In the event it is determined by a Court of Law that a specific provision or provisions of the By-Laws, or any part thereof, is unconstitutional, unenforceable, or in any way unlawful, said provision or provisions shall be severed from the remaining portion of these By-Laws which shall remain in full force and effect and that any judicial decree shall only affect the provision that it dealt with.

**ARTICLE IX**  
**AMENDMENT**

**SECTION 1**

These By-Laws may be amended only by a majority vote of the total Board of Trustees and by the majority of the number of votes cast by the Homeowners therein; namely, one vote per household. No further amendments may be made hereto which could be inconsistent with any other provision of the Declaration, together with any amendment or supplementary Declaration.

The amendment(s) shall not become effective until recorded in the office of the Ocean County Clerk.

**SECTION 2**

These By-Laws may be amended, altered, repealed or added to in accordance with ARTICLE IIA, SECTION 4.

**ARTICLE X**  
**CORPORATE BOOKS and ASSOCIATION IMMUNITY**

**SECTION 1**

The books of the Corporation shall be available for review by any Homeowner semi-annually in June and December at a mutually agreed time between the Homeowner and a member of the Board of Trustees.

Records may be reviewed and notes taken under supervision of one or more Trustee. Records may not leave the office. Requested copies will be provided at the cost of \$1.00 per page.

**SECTION 2**

The Association shall not be liable in any civil action brought by, or on behalf of the Homeowner, or respond in damages as a result of bodily injury to the Homeowner occurring on the premises or on Common Grounds.

**ARTICLE XI**  
**RESERVE ACCOUNTS**

**GUIDELINES**

The Board of Trustees shall establish and maintain “Reserve Accounts” for “**CAPITAL REPAIRS AND REPLACEMENTS**” and “**CAPITAL IMPROVEMENTS**”. To preserve the common elements, the Board of Trustees must provide a sinking fund in the form of reserve account(s) for major components of common elements. The need to replace these common elements of buildings that will wear out, subject to improvements or require major rehabilitation before the components become unsafe or uninhabitable must be recognized.

Common elements to be repaired or replaced may include the following: roof covering, exterior painting or siding, heating and/or cooling equipment, electrical systems, parking lot, swimming pool, sidewalks, clubhouse interior and flooring. Lifetime of the common elements to be determined by the Board of Trustees.

The **CAPITAL IMPROVEMENT** fund should be primarily supported by the new Homeowners administration charge. The Board of Directors shall identify the items to be placed in this fund, the start and/or complete date and the approximate cost. The funds included may be varied from project to project.

The **CAPITAL REPAIRS AND REPLACE** fund should be primarily supported from the annual Budgeted Receipts. The Board of Directors shall identify the items to be placed in this fund. Capital items costing in excess of \$2000 and have a life expectancy of from 5 to 40 years are candidates to be included. **All other items** shall be covered in the annual expense portion of the Budget.

The identified items shall include:

1. The initial cost
2. The year of installation
3. The expected life of the item.
4. The expected cost at the time of replacement.  
(This should include the effects of inflation if appropriate)
5. The annual cost to meet the replacement cost.
6. The amount currently attributed to that item.
7. The total required full funding for the annual Budget.

**ARTICLE XII**

**Expenditures in excess of twenty five thousand dollars (\$25,000)** must be approved by a majority vote of the Homeowners voting. Notice must be given to the Homeowners twenty (20) calendar days prior to the voting. Such notice must outline the proposed expenditure and the justification for the expenditure. The notice must also provide the time, place, and location of the voting.

The \$25,000 spent is the total of all capital expenditures during a 12 month period. The 12 month period begins with the first expenditure. If the expenditures during that period are going to exceed the \$25,000 limit, then a vote of the entire voting membership is required. Capital expenditures that are listed in the Replacement Funding Schedule of a budget **approved** by the community and scheduled for the year in question, are over and above the \$25,000 limit above and do not require a vote by the homeowners. If the expenditure is scheduled for another year then the vote must be taken.



**ARTICLE XII (Cont.)**

In case of an emergency, the following procedures will be implemented in lieu of notice and voting by the Homeowners:

(a) The President or three (3) Trustees shall call a meeting of the Board.

(b) All Trustees shall be notified at least twenty-four (24) hours prior to the starting time of the meeting.

(c) The notification shall include the time, date, and location of the meeting and the reason(s) for the need of the Special Meeting.

The Board by written resolution and by a **two-thirds (2/3) vote** of the Board members present, may authorize the approval of an amount in excess of twenty five thousand dollars (\$25,000) for the emergency. The resolution shall completely describe the emergency situation and the damage that may occur if the repair(s) or replacement(s) are not acted upon immediately. The resolution shall be read at the next Homeowner's Meeting, followed by publication in the Sign Post after the date of the resolution. The resolution shall become part of the minutes of the Corporation.

**THESE BYLAWS HAVE BEEN REVISED BY A COMMITTEE OF NINE DURING 2012 WITH  
FINAL HOMEOWNER'S APPROVAL  
MAY 15, 2012**

THE COMMITTEE AND EXECUTIVE BOARD CONSISTED OF THE FOLLOWING HOMEOWNERS:

**BY-LAWS COMMITTEE**

**JOE BUSSE, CHAIRMAN  
RAY SEICHTER  
EILEEN GRAZIANO  
AL LATINI  
ROZ VICARO  
TONY NAPPE  
ROSS MANFRE  
LOU GALLO  
RITA GALANTE**

**BOARD OF TRUSTEES**

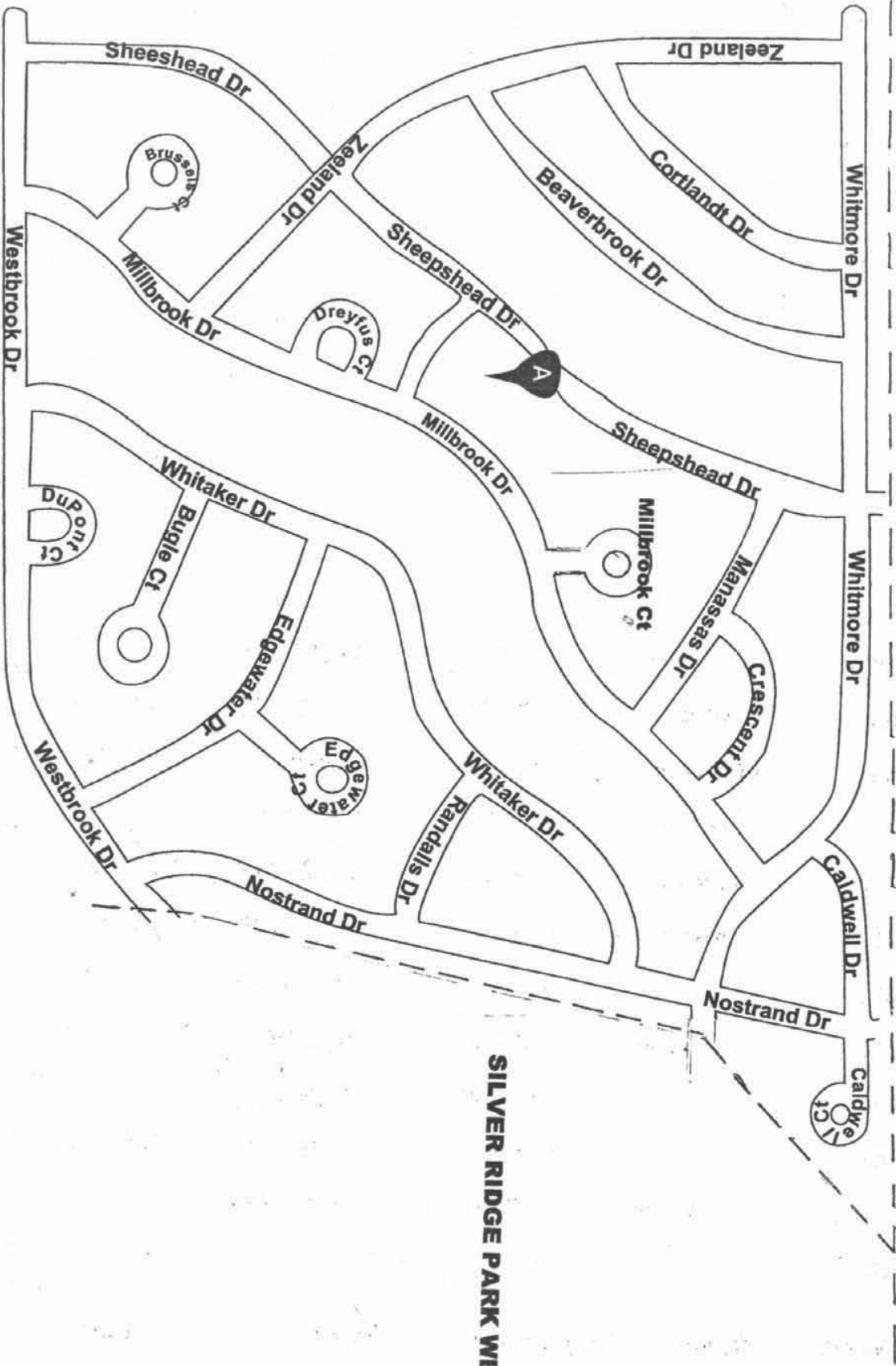
<b>DOMINICK MARTUCCI</b>	<b>PRESIDENT</b>
<b>JOHN GOFF</b>	<b>VICE PRES</b>
<b>SALVATORE DEL MASTRO</b>	<b>TREASURER</b>
<b>BILL MOLINARO</b>	<b>SECRETARY</b>
<b>JAMES O'BRIEN</b>	<b>TRUSTEE</b>
<b>PATRICIA SCANLON</b>	<b>TRUSTEE</b>
<b>LOIS TUFANO</b>	<b>TRUSTEE</b>
<b>CAROL WINSLOW</b>	<b>TRUSTEE</b>
<b>JAMES SCHUGSTA</b>	<b>TRUSTEE</b>

**SIGNATURES OF THE BOARD PRESIDENT, BOARD SECRETARY  
AND NOTARY PUBLIC ARE ON FILE**

**PRESIDENT SILVER RIDGE PARK WESTERLY  
HOMEOWNER'S ASSOCIATION  
JUNE 2012**

THE CHANGES PROPOSED BY THE ABOVE WERE VOTED ON AND APPROVED BY THE HOMEOWNERS MAY 15, 2012, HAVE BEEN INSERTED, AS APPLICABLE, INTO THE BYLAWS OF SILVER RIDGE PARK WESTERLY HOMEOWNERS ASSOCIATION.

**SILVER RIDGE PARK NORTH**



**SILVER RIDGE PARK WEST**

**A. Silver Ridge Park Westerly Clubhouse**  
39 Millbrook Drive, Toms River, NJ  
732-341-6153



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SILVER RIDGE PARK  
WESTERLY  
HOMEOWNERS ASSOCIATION

*Rules & Regulations*

*Effective  
July 1, 2012*

# **SILVER RIDGE PARK WESTERLY ASSOCIATION RULES AND REGULATIONS**

The Board of Trustees has the responsibility to make and enforce compliance with such rules and regulations relative to the operation use, occupancy of the dwelling units, common grounds and Association facilities.

## **1 ADMINISTRATION ASSESSMENT**

A new member of the Homeowner Association will be obligated to pay an Assessment Fee of \$500.00. The fee is to defer the Association Financial cost of contracts, insurance, legal and secretarial functions. This fee is payable upon taking ownership of a specific dwelling or closing of Title to such dwelling.

## **2 CLUBS AND COMMITTEES**

Item 2a. Membership in all clubs authorized by the Board of Trustees is open to all HOMEOWNERS, IN GOOD STANDING, AND WITH DUES PAID UP TO DATE.

Item 2b. All Committees, authorized Clubs, and Homeowners of SRPW. shall have equal rights for the use of the Clubhouse, subject to these Rules and Regulations, and in accordance with the calendar of events.

Item 2c. All authorized clubs of SRPW shall submit a current list of club officers, with their names, addresses and phone numbers in September of each calendar year, or as requested by the Board of Trustees.

Item 2d. A Trustee will be assigned as liaison to serve as a communication link between clubs and organizations, providing an open line of contact with the Board of Trustees for full approval.

Item 2e. Designated meetings may be called by the Board of Trustees with committee chairpersons, assistant chairpersons, and presidents of authorized clubs, for the purpose of discussing activities, goals, and or projects for the overall benefits of SPRW.

Item 2f. A monthly bank statement, and trip report of the Travel and Entertainment Clubs and Committees showing receipts, expenses and net profit or loss must be submitted to the Board of Trustees.

Item 2g. No club or committee may purchase any equipment for the clubhouse or grounds without approval of the Board of Trustees, after receipt of a written request.

# SILVER RIDGE PARK WESTERLY ASSOCIATION

## RULES AND REGULATIONS

### 3 USE OF THE CLUBHOUSE

Item 3a. Scheduled meetings and events shall be given priority over any unscheduled clubhouse activity, including daily games.

Item 3b. All meetings and events shall be scheduled through the calendar chairperson and the Board of Trustees, with ample time allowed for reservation and set-up.

Item 3c. Upon completion of an event, the clubhouse shall be kept clean and in proper order by the group using it. Garbage is to be placed in cans or bags provided by the custodian, with covers properly secured. All tables must be cleared and free of debris.

Item 3d. The clubhouse shall be opened 6 (six) days a week, MONDAY THROUGH SATURDAY FROM 9:AM TO 5PM for the utilization of all Homeowners in good standing and approved Clubs and Groups. Exception to these hours will be for special events with the approval of the Board of Trustees.

Item 3e. Rental of the clubhouse for special private parties, will be permitted in accordance with the clubhouse calendar of events. A fee of \$500 will be required to be paid to SPRW Homeowners Association. This will be made in two separate checks \$250 for rental and \$250 for security. The security will be refunded in full or in part pursuant to the condition of the clubhouse and facilities following the event. A \$80 Custodian Fee for setting up and breaking down for the affair will be paid directly to the custodian.

There will be NO CHARGE FOR REPASTS held by the Homeowners however, there will be a CUSTODIAL FEE OF \$50 will be paid to the custodian for set-up and breakdown. RELIGIOUS AND POLITICAL MEETINGS OR GATHERINGS ARE PROHIBITED on clubhouse premises.

Rental of the clubhouse by a homeowner(s) are to be given priority over the above with the stipulation that it's purpose be beneficial to all the SPRW Homeowners.

Item 3f. The opening and closing of the clubhouse for special events, shall be the responsibility of the Clubhouse Chairperson or member of the Clubhouse Committee.

Item 3g. Clubhouse Custodians have daily assignments and weekly work schedules supervised by the Trustee appointed House Chairperson. Homeowners are discouraged from engaging in personal conversation with the custodian on duty.

# SILVER RIDGE PARK WESTERLY ASSOCIATION RULES AND REGULATIONS

## 4 CLUBHOUSE RESTRICTIONS

Item 4a. SMOKING IS PROHIBITED INSIDE AND ANYWHERE WITHIN THE CONFINES OF THE CLUBHOUSE. Fire exits and aisles must be kept clear at all times.

Item 4b. Chairs and tables should be set up in compliance with building and floor requirements.

Item 4c. Permission must be obtained from the House Chairperson, who is a Trustee, before anything can be hung or displayed in the Clubhouse, i.e. plaques, pictures, trophies, banners, plants, signs, etc.

Item 4d. Animals are prohibited on the clubhouse grounds and facilities at all times, with the exception of blind persons accompanied by a registered seeing-eye dog.

Item 4e. Proper attire is required at all times for Homeowners and their guests.

Item 4f. No bathing suits or bare feet are permitted in the Clubhouse.

Item 4g. No food or beverage will be permitted at any time, except in kitchen or auditorium. Exceptions to this rule will be granted only upon the Board of Trustees.

Item 4h. Guests using the Billiard or Card Rooms must be at least 18 years of age and must be Accompanied by a Homeowner.

Item 4i. Homeowners must assume full responsibility for the actions of their guests while on Clubhouse Premises or using any of the Clubhouse Facilities.

Item 4j. The Custodian, House Committee Members and Trustees have the right to request identification from any person or visitor at the Clubhouse or Common Ground Property, if deemed necessary.

Item 4k. The Clubhouse is CLOSED on the following holidays: THANKSGIVING, CHRISTMAS, and NEW YEARS DAY. Closings are subject to the discretion of the Board of Trustees.



# **SILVER RIDGE PARK WESTERLY ASSOCIATION RULES AND REGULATIONS**

## **5 FUND RAISING**

Item 5a. All fund raising must be conducted by an authorized Club or Committee.

Item 5b. No merchandise is to be sold on Clubhouse properties without the permission of the Board of Trustees.

Item 5c. Trip Reports as mentioned in 5b, must be submitted monthly to the Board of Trustees.

## **6 BULLETIN BOARD**

Item 6a. Posting of items will be on Bulletin Boards ONLY and must be approved for posting by a Trustee.

Item 6b. Monthly Calendar of Events is to be posted only by the Calendar Chairperson.

Item 6c. Posting of items for sale can be for two weeks only. Notices must be on a 3x5 file card. The notice should be posted on one designated bulletin board with the approval of a Trustee who has initialed and dated the card. No commercial advertising is permitted.

## **7 LIABILITY INSURANCE**

Item 7a. Subcontractors, instructors, or other persons serving SRPW are required to show a CERTIFICATE OF LIABILITY INSURANCE coverage prior to any contract agreement, including WORKMAN'S COMPENSATION.

Item 7b. The Association shall not be liable in any civil action brought by or on behalf of a Homeowner or Spouse, to respond to damages as a result of bodily injury or death to the Homeowner or Spouse occurring on the premises of the Association.

# **SILVER RIDGE PARK WESTERLY ASSOCIATION RULES AND REGULATIONS**

## **8 KITCHEN AND FACILITIES**

Homeowners, Clubs or Committees that use the Clubhouse Kitchen and its facilities are required to clean the general area after usage. All cookware, utensils, and other tools should be put in proper cabinets and storage units. Proper housekeeping must be maintained for a sanitary and germ-free environment.

## **9 PARKING LOT**

The following Parking Lot Occupancy Restrictions must be observed: handicap spaces are allotted to Homeowners or their guests with designated H/P license plates or windshield H/P signs. Traveling groups are limited to the last 2 (two) rows of the main lot and the east side of the clubhouse, groups traveling for an extended period of time are advised to car pool to the clubhouse, parking spaces are limited.

## **10 POSTING NOTICES**

SWIMMING POOL	AT POOLSIDE
BILLIARDS	IN BILLIARDS ROOM
CARD GAMES	IN CARD ROOM
OTHER NOTICES	IN LOBBY AND TV ROOM

# **SILVER RIDGE PARK WESTERLY ASSOCIATION RULES AND REGULATIONS**

## **11 ARCHITECTURAL GUIDELINES**

Item 11a. Structural additions such as PATIOS, SUNROOMS, DECKS, SIDEWALKS, DRIVEWAYS, GAZEBOS, and other architectural additions are permitted to be constructed pending approval of the Architectural Committee and the Board of Trustees.

Item 11b. The architectural additions to any property must have a plot plan accompanied with plans showing elevations and type of materials being used. Homeowners must submit plans to the Architectural Committee for review. If approved by the Architectural Committee and the Board of Trustees, a letter will be issued to the Homeowner instructing him to obtain a BUILDING PERMIT. ( Plans must be in compliance with Covenants & Restrictions, and By-laws)

Item 11c. Any changes to the grading of any property, must have a detailed plan prepared by a licensed engineer. The applicant must submit 4 (four) copies to the Berkeley Zoning Officer for approval. No change of any kind is allowed in the common grounds. This includes fences, animal fences, plants, bushes or trees, tables, chairs, benches, grills, statues or any other similar items.

Item 11d. ALL DECKS, PATIOS, SUNROOMS, STONE WALLS ( 18" maximum height), cannot extend no more than twelve (12) feet from the back of the house and must lie within the side lines of same. Fences around patios are limited to 3 feet (36") in height.

Item 11e. SIDEWALKS cannot extend more than twelve (12) feet from the front of the house or past the existing porch from the driveway. The width of the sidewalk cannot exceed six (6) feet. The sidewalk at the side of the house cannot be changed from the Plot Plan.

Item 11f. DRIVEWAYS may not exceed eighteen (18) feet in width and must be a minimum of twelve (12) inches from the property line.

Item 11g. AIR CONDITIONERS must be located at the rear of the house only.

Item 11h. Storage buildings, Sheds or Workboxes not requiring Berkeley Township approval, may be permitted to be placed on the property with approval of the Architectural Committee or the Board of Trustees.

The Storage Building, Shed or Workbox must not be more than eight (8) feet wide, four (4) feet deep and seven (7) feet high.

It must be directly contiguous to the house within the side building lines. The color must be complementary to the color of the house. Construction must be of a substantial nature and be properly maintained. Only one (1) of the said structures described above will be permitted on a Lot.

# **SILVER RIDGE PARK WESTERLY ASSOCIATION RULES AND REGULATIONS**

## **12 SWIMMING POOL AND POOL AREA**

Item 12a. All Homeowners and guests must show their POOL BADGES upon entering the Pool Area. Badges must not be worn in the pool.

Item 12b. All guests must be accompanied by a Homeowner. If the Homeowner is disabled, his or her badge must be shown at the gate along with the guest badge, this includes care givers of disabled.. Guest name and number must be recorded in the log book by the Gate Monitor.

Item 12c. No more than six (6) guests can accompany the Homeowner at one time.

Item 12d. Guest badges should be used by GUESTS ONLY when visiting the Homeowner.

Item 12e. Guest badges only to be sold to SRPW Homeowners, not residents of neighboring communities.

Item 12f. Guests under sixteen (16) years of age are permitted to use the pool from 10am to 1pm. They must be accompanied by an adult who is responsible for their safety and conduct.

Item 12g. Children under three (3) years of age are NOT permitted in the pool area at any time. Children must be toilet trained to use the pool. Children wearing diapers are NOT permitted to use the pool at any time.

Item 12h. Prior to entering and reentering the pool everyone MUST use the shower facility.

Item 12i. Individuals with signs or symptoms of a communicable disease , colds, nasal discharge, cuts, bandages, skin eruptions, or other infections, are prohibited from using the pool.

# **SILVER RIDGE PARK WESTERLY ASSOCIATION RULES AND REGULATIONS**

See the updated pool rules and regulations adopted on 5/19/22 at the end of this document.

## **12 SWIMMING POOL AND POOL AREA (con't.)**

Item 12j. **Individuals must tie up long hair or wear a bathing cap** and be void of any decorations that may come off. This is safety precaution for the individual and to protect the pool filters.

Item 12k. **SNACK FOODS** such as crackers, chips pretzels, cookies etc., are permitted at poolside as well as non-alcoholic beverages in non glass containers. All other food must be consumed at the tables in the Bocce Area which must be cleaned up after use. Association Pool Parties may have food approved for the function.

Item 12l. **RUNNING, or ROUGH AND ROWDY PLAYING IS NOT PERMITTED** in the pool area. Floats, toy surf boards, swim toys, balls, etc., are prohibited in the pool and pool area. Arm floats, noodles and belts are permitted.

Item 12m. **NO ANIMALS** are permitted on pool property.

Item 12n. **WET BATHING SUITS** are NOT allowed in the Clubhouse.

Item 12o. **DIVING** of any kind is NOT ALLOWED.

Item 12p. **POOL COMMITTEE MEMBERS OR DESIGNATED POOL MONITORS ARE THE FINAL AUTHORITY ON QUESTIONS OR INTERPRETATION OF THE REGULATIONS LISTED OR NOT. THIS INCLUDES QUESTIONS CONCERNING DRESS, DECORUM, CONDUCT AND ADMISSIONS.**

Item 12q. **NO ALCOHOLIC BEVERAGES ALLOWED IN POOL OR IN POOL AREA.** Exceptions may apply at Association Parties with the approval by the Board of Trustees. **NO use of the pool after consumption of ALCOHOLIC BEVERAGE.**

Item 12r. **SMOKING ALLOWED IN POOL IN DESIGNATED SECTION ONLY.**

THE ABOVE RULES AND REGULATIONS HAVE BEEN REVISED BY THE BOARD OF TRUSTEES ON APRIL 12, 2012

THE ABOVE RULES AND REGULATIONS ARE EFFECTIVE AS OF JULY 1, 2012.

DOMINIC MARTUCCI

President

See the updated pool rules and regulations adopted on 5/19/22 at the end of this document.

**SILVER RIDGE PARK WESTERLY  
HOMEOWNERS ASSOCIATION  
2012**

**SILVER RIDGE PARK WESTERLY  
HOMEOWNERS ASSOCIATION**

**AMMENDMENTS TO:  
COVENANTS AND RESTRICTIONS  
AND BY-LAWS**

**NOVEMBER 14th, 2013**

BASIS AND COST  
PAGE 5 ARTICLE 111 SECTION

The BOARD OF TRUSTEES with the approval of the membership, as set forth in Article 111, Section 5 of this DECLARATION, shall determine the annual assessment. The annual assessment should cover the expected annual expenses to maintain and improve the physical properties of the HOMEOWNERS ASSOCIATION including costs of future major expenditures by way of reserve accounts. Such items as roof replacement, heating and cooling equipment replacement and major pool repairs or replacement should be included in the reserve account.

The assessment shall be reviewed annually and payable SEMI-ANNUAL, the first half on January 1<sup>st</sup> and the second half on July 1<sup>st</sup> of each year. The foregoing assessment shall cover the fee owner or owners of the property provided the same does not exceed two (2). In the event there are more than two (2) owners or there are additional permanent residents occupying the premises, the same shall be required to become ASSOCIATE MEMBERS. They may be subject to an additional annual fee set by the BOARD OF TRUSTEES and APPROVED BY THE MEMBERSHIP as set forth in ARTICLE 111, SECTION 5 OF THIS DECLARATION. These fees will also be payable on the 1<sup>st</sup> of January and the 1<sup>st</sup> of July.

~~ANNUAL ASSESSMENT (DUES) \$276.~~  
~~(\$23. PER MONTH (effective January 1, 2014))~~



**EXTERIOR MAINTENANCE  
PAGE 8 ARTICLE VII SECTION 1**

The owner of each Lot or Living Unit shall be solely responsible for the exterior maintenance of the Lot or Living Unit owned by him/her and shall be solely responsible for the expenses and costs thereof, 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(s) allows the Lot or Living Unit to become unsightly in the opinion of the Association, then the Association shall give said Owner(s) thirty (30) days written notice requesting that the condition be corrected. In the event that said Owner(s) does not correct the condition within thirty (30) days, the Association will fine the Owner(s) five dollars (\$5.00) per day until the condition is corrected.

Additionally, all attorneys fees and costs incurred by the Association arising from Owner(s) not properly maintained their Lot or Living Unit shall be paid by such Owner(s) to the Association. In the event either the fine assessed and/or the attorneys fees and cost incurred are not paid by the Owner(s) to the Association by the next following semi-annual assessment due date (ie. January 1<sup>st</sup> or July 1<sup>st</sup> ) then same shall become delinquent and shall together with all attorneys fees and costs incurred by the Association to collect same, become a continuing lien on the Lot and Living Unit which shall bind such Lot and Living Unit in the hands of the Owner(s), it's successors in title and assigns, and, otherwise also remain the personal obligation of the past and current Owner(s) until paid in full.

**RESTRICTIONS TO SUBSEQUENT TRANSFER**  
**Page 9 Article V111**

Notwithstanding Par. (a) of Article V111, Owner(s) of the Lot or Living Unit may transfer record title of their Lot or Living Unit to a certain heirs as defined herein provided the Owner(s) owned and permanently resided in the Living Unit for a minimum of (5) five years immediately preceding such transfer. Upon the transfer of title, each previous title holder shall retain all the rights and amenities granted to Association Members as long as they continue to reside in their transferred Living Unit in the event any previous title holder that has transferred record title to the Lot and Living Unit to certain heirs as defined herein stops residing in the Living Unit on a permanent basis, such person shall be deemed to have immediately forfeited all rights and amenities granted to Association Members, and record title for such Lot and Living Unit must immediately be transferred to a human being fifty-five (55) years or older, and under no circumstances, shall record title be transferred to a corporation, limited liability corporation, trust, shelter, company partnership, limited partnership, business organization, trade name or organized entity of any kind.

As used in this paragraph the term "certain heirs" shall mean persons related to Owner(s) by blood and/or marriage and/or adoption that are less than fifty-five (55) years of age.

All attorney's fees and cost incurred by the Association to oversee and bring compliance with this paragraph shall be jointly and severally paid by those person(s) that either transferred or received record title pursuant to this paragraph. In the event the attorney's fees and cost incurred are not paid by the Owner(s) to the Association by the next following semi-annual assessment due date (ie. January 1 or July 1) then same shall become delinquent and shall together with all attorney's fees and cost incurred by the Association to collect same, become a continuing lien on the Lot and Living Unit which shall bind such Lot and Living Unit in the hands of the past and current Owner(s) their successors in the title and assigns, and otherwise also remain the personal obligation of the past and current Owner(s)

**TRUSTEE ELECTIONS  
PAGE 18 FIRST PARAGRAPH**

The annual Elections of the Trustees will be held on the 2<sup>nd</sup> Tuesday in the month of MAY beginning in the year 2014 and each year thereafter.

**SPECIAL BUDGET MEETING  
PAGE 24 FOURTH PARAGRAPH**

There will be a Special Meeting each year on the second (2<sup>nd</sup>) Thursday in April for the sole purpose of presenting the new budget to the Homeowners for their approval. Voting for the new budget shall take place on the third (3<sup>rd</sup>) Tuesday in May at the Homeowners Headquarters. If the new Budget is not approved, a meeting will be called by the Board of Trustees to discuss changes, if any, and present a revised Budget at the Homeowners Meeting in JUNE. A second vote will take place at said meeting. If the budget is not approved, it will be brought before the Board of Trustees. A third and final vote will be by the Board of Trustees no later than JUNE 30TH. The approved budget will be published in the September Sign Post

**RENTERS/LESSEE**  
**PAGE 15 ARTICLE 1A (J)**

“LESSEE” shall refer to those people who rent or lease a Living Unit from a qualified Owner/Member. A lessee can not vote or be eligible for a Membership or Associate Membership.

Provided that the Owner of the Lot or Living Unit is in compliance with the Declaration, By-Laws and Rules and Regulations of the Association, a Lessee with the approval of the Board of Trustees upon paying an annual fee of one hundred and fifty (\$150.) will be entitled to purchase a Lessee badge which will allow the use of the swimming pool, clubhouse and will entitle such Lessee to join any Association club provided that such holder of the Lessee badge and Owner of the Lot or Living Unit in which the Lessee resides are in full compliance with the Declaration, By-Laws and rules and Regulations of the Association. Lessee is excluded from attending Trustee or Homeowners Meeting. A maximum of two (2) Lessee badges shall be allowed per Living Unit. Every Lessee must comply with all the Covenants, By-Laws, Rules and Regulations of the Association. In the event the Association incurs any attorney's fees and cost from the conduct of a Lessee violating the Declaration, By-Laws and Rules and Regulations of the Association, each such Lessee and applicable Living Unit Owner shall be jointly and severally liable to pay and/or reimburse the Association for all such attorney's fees and cost.

In the event the attorney's fees cost incurred are not paid by the Owner(s) to the Association by the next following semi-annual assessment due date (ie. January 1 or July 1) then same shall become delinquent and shall together with all attorney's fees and cost incurred by the Association to collect same, become a continuing lien on the Lot and Living Unit which shall bind such Lot and Living Unit in the hands of the past and current Owner(s), their successors in the title and assigns and otherwise also remain the personal obligation of the past and current Owner(s)

BOARD OF TRUSTEES  
PAGE 22 ARTICLE III SECTION 5

(k) To sue any person or entity in any court with competent jurisdiction, for any legitimate corporate purpose. In the event the Board incurs any attorneys' fees and costs arising from the conduct of any Owner, Associate Member or Lessee violating the Declaration, By-Laws and Rules and Regulations of the Association, each such Owner, Associate Member and/or Lessee shall be jointly and severally liable to pay and/or reimburse the Association for all such attorneys' fees and costs.

(o) No Trustee shall be subject to abusive, offensive or harassing language or conduct when communicating with an Owner, Associate Member or Lessee at a Trustee or Homeowners Meeting, or upon the Properties or Common Properties of the Association. As used in the context of these By-Laws, the term "abusive, offensive or harassing language or conduct" shall include:

(i) Speech or conduct which is likely to cause annoyance or harm to persons;

(ii) Speech or conduct which is made or caused to be made at extremely inconvenient hours;

(iii) Speech or conduct which is made or caused to be made to materially disrupt a Trustee or Homeowners Meeting;

(iv) Speech or conduct which threatens a person to striking, kicking, shoving or other offensive touching;

(v) The striking, kicking, shoving or other offensive touching of a person;

(vi) Creation of a hazardous or physically dangerous condition which serves no legitimate purpose of the person who created the condition;

(vii) 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;

(viii) 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

(xi) 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;

If the Association Board deems the speech or conduct of an Owner, Associate Member or Lessee to be abusive, offensive or harassing and hereby prohibited, the Association Board may take any appropriate action, including but not limited to the following:

(i) Imposing a fine against such person not to exceed \$100;

(ii) Prohibiting and/or suspending such person from using some or all of the Association Common Properties;

(iii) Prohibiting and/or suspending such person from attending any Trustee or Homeowners meeting; and

(iv) Seeking judicial relief against such person.

Moreover, in the event the Board incurs any attorneys' fees and costs arising from the conduct of an Owner, Associate Member or Lessee violating this Paragraph, each such Owner, Associate Member and/or Lessee shall be jointly and severally liable to pay and/or reimburse the Association for all such attorneys' fees and costs.

Master Deed  
Recorded 12/17/81 Book # 4041 Page 750  
Acknowledged 12/4/81  
Re Recorded 11/19/82 Book # 4041 Page 8

Prepared by: Paul Leodori  
Paul A. Leodori, Esq.  
Law Offices of Paul Leodori, P.C.  
61 Union Street  
Medford, New Jersey 08055  
Tel: (609) 714-3400  
Fax: (609) 714-2228

Silver Ridge Park Westerly Homeowners Association, Inc. Deed originally being recorded on December 17, 1981 in Ocean County Deed Book 4036, page 750 and following; amended by Deed recorded on January 19, 1987 in Ocean County Deed Book 4041, page 8 and following; amended on September 15, 1999, in Ocean County, Deed Book 4599, pages 497-508 with Amendments recorded on August 30, 2001, in Ocean County, Deed Book 10521, page 1753 and following; amending on February 28, 2002, in Ocean County Deed Book 10743, page 1682 and following; amended on July 16, 2004, in Ocean County Deed Book 12172, page 708 and following; amended on June 23, 2005, in Ocean County Deed Book 12678, page 281 and following; amended on October 28, 2009, in Ocean County Deed Book 14444, page 360 and following; amended on July 14, 2010, in Ocean County Deed Book 14641, page 1396 and following; amended on June 11, 2012, in Ocean County Deed Book 15224, page 457 and following; amended on February 4, 2014, in Ocean County Deed Book 15738, page 1531 and following.

**RESOLUTION AMENDING THE SILVER RIDGE PARK WESTERLY HOMEOWNERS ASSOCIATION, INC. RULES AND REGULATIONS FOR ARCHITECTURAL GUIDELINES FOR DRIVEWAYS**

**WHEREAS**, the Silver Ridge Park Westerly Homeowners Association (hereinafter "Silver Ridge") By-Laws at Article III, Section 5, Paragraph (j) empowers the Silver Ridge Board of Trustees "To adopt such rules and regulations as the Board may deem necessary in its sole discretion";

**WHEREAS**, on January 16, 2020 the Silver Ridge Board of Trustees at a membership meeting at which a quorum was present voted to amend the Silver Ridge Rules And Regulations for Architectural Guidelines relative to driveways;

**NOW, THEREFORE**, on this 30th day of JUNE, 2021 the Silver Ridge Board of Trustees by this Resolution claims and declares that:

1. Item 11f. DRIVEWAYS is hereby deleted in its entirety and replaced with the



following:

Item 11f. DRIVEWAYS may not exceed twenty (20) feet in width or replaced in-kind.

2. NOTICE AND RECORDING: Silver Ridge is authorized and directed to publish this Resolution in the Silver Ridge newsletter and display a copy of this Resolution in the Silver Ridge clubhouse. Silver Ridge also authorizes and directs its representative to arrange for recordation of this Resolution with the Ocean County Registrar's Office in order to establish the recording of this Resolution in the chain of title of all Silver Ridge Lots and Living Units and all persons, including but not limited to all Owners, Members and Association Members, subject to the Silver Ridge Declaration Of Covenants And Restrictions, the Silver Ridge By-Laws, the Silver Ridge Certificate of Incorporation and Silver Ridge Rules And Regulations.

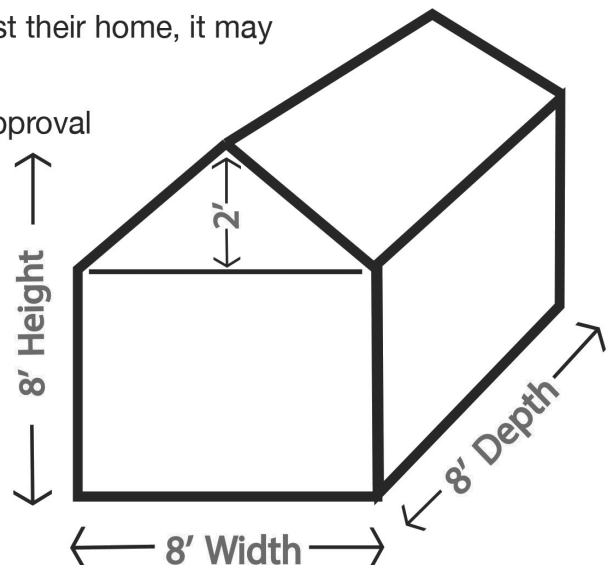
**SPACE INTENTIONALLY LEFT BLANK**



In keeping with Berkeley Township shed ordinance, homeowners are permitted, effective immediately, to install one (1) shed on their property, up to and including 64 square feet.  
(8' x 8' x 8')

### **Modification of existing shed policy 11th in the architectural Rules and Regulations was voted for, approved and has changed to:**

1. Sheds may not be placed anywhere other than the rear of the home.
2. All sheds must remain within the sidelines of the home.
3. Sheds may NOT be installed on common ground property.
4. Said shed shall be of any structure material the homeowner desires.
5. Sheds that are required to be fastened must be on a firm ground structure. DO NOT place any shed on a cement slab. Cement slabs add square feet to your taxable living space and will be taxed by Berkeley Township.
6. In accordance with Berkeley Township ordinance, sheds must be placed at least three feet from the back of the property line.
7. Although Berkeley Township requires only a 3 foot side setback, SRP Westerly requires all shed placement to remain within the sidelines of the home.
8. In accordance with Berkeley Township ordinance, electrical wiring of sheds is not permitted.
9. If a homeowner chooses to install a shed against their home, it may not block any windows or doors.
10. Homeowners MUST submit an architectural approval request form along with a drawing showing the location of the proposed shed to the SR Westerly Architectural Committee. *(Architectural forms are available in your monthly copy of the Sign Post).*
11. The homeowner must submit a zoning permit application, required fees and forms to the Berkeley Township Town Hall /Zoning Office. *(Zoning Permit Application forms can be obtained from the Berkeley Township website or the Zoning Office.)*





**SILVER RIDGE PARK WESTERLY**  
**HOPA FORM**

39 MILLBROOK DRIVE  
BERKELEY TOWNSHIP NJ 08757  
732.341.6153  
SRPWESTERLYHOA@GMAIL.COM

**The Housing for Older Person Act (HOPA)** became Federal law on December 28, 1995. HOPA mandates housing protections for older individuals, requiring that at least one person aged 55 or older occupies each unit. Under New Jersey law, Homeowners Associations (HOAs) must periodically collect and verify occupancy names and ages. In Berkeley Township, New Jersey, a letter confirming age is a requirement to be filed with the deed. According to the Declaration of Covenants, By-Laws, and Rules and Regulations, all homeowners must comply with the terms and conditions of the adopted resolution (Feb 2025) and submit a HOPA form to the Silver Ridge Park Westerly Homeowners Association for occupancy verification upon certification of occupancy, changes in residential occupancy, and the mandatory HOPA census surveys. **Non-compliance will result in violation assessments and sanctions, including restrictions of membership status in the association and access to amenities.**

**HOPA QUESTIONNAIRE (Check One – Please Print)**

Homeowner  Renter

Resident Names or Renter Name (s) \_\_\_\_\_

Street Address \_\_\_\_\_ Primary Contact # \_\_\_\_\_

Emergency Contact Names and Contact Info (Should not be the same as the primary contact)

\_\_\_\_\_

HOMEOWNERS EMAIL CONTACT: \_\_\_\_\_

Homeowners Alternate name/address as shown on TAX RECORD:

Street Address City State Zip Code Contact Info#

**\*MANDATORY INFORMATION MUST BE PROVIDED TO COMPLETE HOPA REQUIREMENTS:**

\*Total number of people living in your home \_\_\_\_\_

Include live in assistants, housekeepers, aides, etc.

Please list below the whole name (s); age and birthdate of all individual occupants.

NAME	BIRTHDATE	AGE
Person#1 _____	_____	_____
Person#2 _____	_____	_____
Person#3 _____	_____	_____
Person#4 _____	_____	_____

I/We certify this form to be an accurate statement of the number of occupants living in my home with their accurate birthdates. Under penalty of perjury, I/We declare that the above information is true, correct, and complete.

Homeowner/Renter Signature Homeowner/Renter Signature Date

\_\_\_\_\_



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# SILVER RIDGE PARK WESTERLY HOMEOWNERS' ASSOCIATION

BOARD OF TRUSTEE RESOLUTION AMENDMENTS TO  
COVENANTS AND RESTRICTION RULES AND BY-LAWS

FEBRUARY 2025

## **RESOLUTION AMENDING ARTICLE III, SECTION 2 OF THE SILVER RIDGE PARK WESTERLY HOMEOWNERS' ASSOCIATION, INC. BY-LAWS REGARDING TRUSTEE TERM LIMITS**

- **Language Term Limits contained in Article III, Section 2 of the Association By-Laws is inconsistent with N.J.S.A. 45:22A-45.2 c. (4) and N.J.A.C. 5:26-8.9 (l)1. ii (1) and hereby deleted in its entirety**

### **RES2-2025**

- **RESOLUTION REGARDING RULES AND REGULATIONS FOR ENFORCEMENT AND MAINTAINING GOOD STANDING WITH THE SILVER RIDGE PARK WESTERLY HOMEOWNERS' ASSOCIATION, INC.**

### **RES3-2025**

- **RESOLUTION OF SILVER RIDGE PARK WESTERLY HOMEOWNERS' ASSOCIATION, INC. FOR RULES AND REGULATIONS REGARDING FEDERAL HOUSING FOR OLDER PERSONS ACT (HEREINAFTER "HOPA") FORM**

### **RES4-2025**

- **RESOLUTION OF SILVER RIDGE PARK WESTERLY HOMEOWNERS ASSOCIATION FOR COLLECTION OF ADMINISTRATIVE FEE UPON TRANSFER OF PROPERTY**

### **RES5-2025**

- **RESOLUTION REGARDING THE SILVER RIDGE PARK WESTERLY HOMEOWNERS' ASSOCIATION, INC. ASSESSMENTS**

**RESOLUTION AMENDING ARTICLE III, SECTION 2 OF THE SILVER RIDGE PARK WESTERLY HOMEOWNERS' ASSOCIATION, INC. BY-LAWS REGARDING TRUSTEE TERM LIMITS**

**WHEREAS** the Silver Ridge Park Westerly Homeowners Association (hereinafter "Association") By-Laws at Article III, Section 5, Paragraph (j) empowers the Association Board of Trustees "To adopt such rules and regulations as the Board may deem necessary in its sole discretion".

**WHEREAS** N.J.S.A. 46:22A-46 d. (5) (a) in pertinent part provides that "An Executive Board shall not amend the bylaws of an association without a vote of the association members open to all association members . . . except an executive board may amend the bylaws . . . to the extent necessary to render the bylaws consistent with State, federal or local law".

**WHEREAS** Article III, Section 2 of the Association By-Laws, in part, provides that "A member may not serve as a Trustee for more than three (3) consecutive terms. This rule is waived when less than seven (7) Trustees are elected. When this occurs, a Trustee may serve a 4th consecutive term." (Hereinafter referred to as the "Term Limits Language").

**WHEREAS** the Term Limits Language violates N.J.S.A. 45:22A-45.2 c. (4) which in pertinent part provides that "An association . . . shall not prohibit an association member in good standing from nominating himself or herself, or any other association member in good standing as a candidate for any membership position on the executive board".

**WHEREAS** the Term Limits Language violates N.J.A.C. 5:26-8.9 (l)1. ii (1) which in pertinent part provides that "Good standing shall be the sole criterion for the eligibility of a nominee.".

**NOW, THEREFORE**, on this 20th day of February 2025 the Association Board of Trustees by this Resolution claims and declares that:

**NOW, THEREFORE**, on this 20th day of February 2025 the Association Board of Trustees by this Resolution claims and declares that:

**Language Term Limits contained in Article III, Section 2 of the Association By-Laws is inconsistent with N.J.S.A. 45:22A-45.2 c. (4) and N.J.A.C. 5:26-8.9 (l)1. ii (1) and hereby deleted in its entirety.**

**NOTICE AND RECORDING:** The Association is authorized and directed to publish this Resolution in the Association newsletter and display a copy of this Resolution in the Association clubhouse. Association also authorizes and directs its legal representative to arrange for recordation of this Resolution with the Ocean County Registrar's Office to establish the recording of this Resolution in the chain of Title of all Association Lots and Living Units and all persons, including but not limited to all Owners, Members and Association Members, subject to the Association Declaration Of Covenants And Restrictions, the Association By-Laws, the Association Certificate of Incorporation and Association Rules and Regulations.

**RES2-2025**

**RESOLUTION REGARDING RULES AND REGULATIONS FOR ENFORCEMENT AND MAINTAINING GOOD STANDING WITH THE SILVER RIDGE PARK WESTERLY HOMEOWNERS' ASSOCIATION, INC.**

**WHEREAS** the Silver Ridge Park Westerly Homeowners Association (hereinafter "Association") is a not-for-profit corporation of the State of New Jersey established pursuant to the requirements of N.J.S.A. Title 15A of the New Jersey Statutes.

**WHEREAS** the Association By-Laws at Article III, Section 1, empowers the Association Board of Trustees to take all action consistent with the Association Certificate of Incorporation, the Association Declaration Of Covenants and Restrictions and the Association By-Laws.

**WHEREAS** the Association By-Laws at Article III, Section 5, Paragraph (j) empowers the Association Board of Trustees "To adopt such rules and regulations as the Board may deem necessary in its sole discretion" (hereinafter the Association Certificate of Incorporation, Declaration Of Covenants and Restrictions, By-Laws and Rules and Regulations are collectively referred to as the "Governing Documents").

**WHEREAS**, the Board of Trustees deems it necessary, and desirable and in the best interest of the entire community, to establish a uniform policy regarding the enforcement of the Governing Documents.

**WHEREAS** this Resolution was duly introduced and was thereafter adopted by the Association Board of Trustees at a regular scheduled general meeting on this 20<sup>th</sup> day February 2025 at which a quorum was present, by a majority vote of the Board of Trustees present and eligible to vote on this matter.

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSOCIATION BOARD OF TRUSTEES AS FOLLOWS:**

1. The Board of Trustees may impose a fine not more than \$500.00 for each occurrence of a violation of the Governing Documents.
2. The Board of Trustees may impose a charge on all attorneys' fees and costs or other charges incurred by the Association arising from or relating to a violation of the Governing Documents, including but not limited to the collection of such fees, costs or charges.
3. Any assessment or charge that remains unpaid for a period of thirty (30) days or more shall become a lien upon the Lot of the Owner and Associate Member involved, including their respective guests, tenants and occupants and collected as provided for in the By-Laws and Declarations.
4. Each occurrence of a violation of the Governing Documents shall constitute a separate offense. Except in the case of an emergency, no fine may be imposed without giving the Owner thirty (30) days' notice and time to cure.
5. If the violation is of a continuing nature, each day during which such continuing violation remains unabated after the expiration of the thirty (30) day period from the Owner's receipt of the notice and a period to cure, shall constitute an additional, separate and distinct violation.

5. In addition to fines, reasonable costs and all attorneys' fees incurred by the Association in connection with the failure to comply with the Governing Documents may also be imposed jointly and severally upon the Owner and Associate Member involved, including their respective guests, tenants and occupants.

6. In addition to the imposition of fines, the Board of Trustees shall retain the power to: (1) suspend the right of the Owner, Associate Member and their family, guests, tenants, lessees, occupants, invitees or others to use the Common Properties for a period not to exceed thirty (30) days for each violation. (2) cause the violation to be cured and jointly and severally charge the Owner and Associate Member involved, including their respective guests, tenants and occupants the cost thereof; and, (3) obtain injunctive relief against the continuance of the violation, bring a suit to cover money damages and/or fines and/or attorneys' fees and costs for injunctive relief against the offending Unit Owner.

7. Subject to N.J.S.A. 45:22A-23 r. all Owners and their respective Associate Members, Owner of a Lot and/or Associate Member occupying a Lot shall be prohibited from enjoying the Common Properties of the Association and otherwise be prohibited from nominating any person to run for a position on the Association Board of Trustees, run for a position on the Association Board of Trustees and serve on the Association Board of Trustees in the event such a person owes monies to the Association for being in violation of the Governing Documents or otherwise.

8. To the extent any Owner of a Lot and/or Associate Member occupying a Lot are indebted to the Association pursuant to the Governing Documents or otherwise, any partial payment towards such indebtedness shall be applied to the applicable delinquent account to the Owner of a Lot and/or Associate Member occupying a Lot in the following sequence by the Association and each category must be paid in full, and remain paid in full, before funds can be applied to the next category as follows:

(a) Attorneys' fees and costs incurred by the Association arising from or related to The conduct, by act or omission, of a Lot Owner and/or Associate Member, including their respective guests, tenants and occupants, must first be paid in full and therefore any such partial payments made shall be first credited to their ledger for all attorneys' fees and costs incurred by the Association, and upon full payment of all outstanding attorneys' fees and costs then.

(b) Charges and/or other expenses incurred by the Association arising from or related to the conduct, by act or omission, of a Lot Owner and/or Associate Member, including their respective guests, tenants and occupants must first be paid in full and Therefore, any such partial payments made shall be first credited to their ledger for all charges and/or other expenses incurred by the Association; and upon full payment of all outstanding charges and/or other expenses then.

(c) Fines imposed by the Association arising from or related to the conduct, by act or omission, of a Lot Owner and/or Associate Member, including their respective guests, tenants and occupants must first be paid in full and therefore any such partial payments made shall be first credited to their ledger for all fines imposed by the Association; and upon full payment of all outstanding fines imposed by the Association then.

(d) Late fees imposed by the Association arising from or related to the conduct, by act or omission, of a Lot Owner and/or Associate Member, including their respective guests, tenants and occupants must first be paid in full and therefore any such partial payments made shall be first credited to their ledger for all late fees imposed by the Association; and upon full payment of all outstanding late fees imposed by the Association then.

(e) Interest imposed by the Association arising from or related to the conduct, by act or omission, of a Lot Owner, and/or Associate Member, including their respective guests, tenants and occupants must first be paid in full and therefore any such partial payments made shall be first credited to their ledger for all interest imposed by the Association; and upon full payment of all outstanding interest imposed by the Association then.

(f) Special assessments which are due and owing at the time of a partial payment which are imposed by the Association upon a Lot Owner, must first be paid in full and Therefore, any such partial payments made shall be first credited to their ledger for all special assessment payments due and owing at the time of a partial payment imposed by the Association; and upon full payment of all special assessments due and owing at the time of a partial payment imposed by the Association then.

(g) Annual Assessments which are due and owing at the time of a partial payment which are imposed by the Association upon a Lot Owner, must first be paid in full and Therefore, any such partial payments made shall be first credited to their ledger for all annual special payments due and owing at the time of an annual assessment imposed by the Association; Any partial payments paid by or on behalf of a Lot Owner and/or Associate Member, including their respective guests, tenants and occupants, leaving any monies due the Association shall leave the Lot Owner deemed to be delinquent, and, such Lot Owner shall remain delinquent and shall not be considered to be in good standing until full payment of all outstanding attorneys' fees and costs, and, all charges and/or other expenses, and, all fines, and, all late fees, and, all interest, and all special assessments then due, by earliest such annual assessment to most recent. The delinquency of a Lot for any monies due to the Association pursuant to the Governing Documents not paid in full shall remain a continuous lien on their Lot until all costs of collection, interest, attorneys' fees and costs, special assessments and annual assessments are fully paid and satisfied.

**RES3-2025**

**RESOLUTION OF SILVER RIDGE PARK WESTERLY HOMEOWNERS' ASSOCIATION, INC. FOR RULES AND REGULATIONS REGARDING FEDERAL HOUSING FOR OLDER PERSONS ACT (HEREINAFTER "HOPA") FORM**

**WHEREAS** the Silver Ridge Park Westerly Homeowners Association, Inc. (hereinafter "Association") By-Laws at Article III, Section 5, Paragraph (j) empowers the Association Board of Trustees "To adopt such rules and regulations as the Board may deem necessary in its sole discretion";

**WHEREAS** the Association is governed by the Certificate of Incorporation, By- Laws, Declaration Of Covenants and Restrictions, Rules And Regulations and any amendments thereto (hereinafter referred to as the "Governing Documents").

**WHEREAS** the Association Board seeks to establish Rules And Regulations regarding the responsibilities of any Owner of a Lot or Living Unit; and

**WHEREAS** the Federal Housing for Older Persons Act, 42 U.S.C. § 3601 et seq. (hereinafter referred to as "HOPA") requires regular updates, at least once every two years, through surveys or other means in order to verify and maintain the status as an age restricted (55 and over) community.

**WHEREAS** this Resolution was duly introduced and was thereafter adopted by the Association Board of Trustees at a regular scheduled general meeting on this 20th day February 2025 at which a quorum was present, by a majority vote of the Board of Trustees present and eligible to vote on this matter.

**NOW, THEREFORE** on this 20th day of February 2025, upon motion duly made and seconded, the Association Board resolves that the following Association Rules And Regulations will be adopted and observed by all Owners of a Lot and/or Living Unit subject to the Governing Documents of the Association as follows:

1. Owners of any Lot or Living Unit shall complete all forms required by the Association in order to verify, in accordance with HOPA, that the occupants and Owner(s) are fifty-five (55) years of age or older, or, their spouse or domestic partner is fifty-five (55) years of age or older, or, that all other occupants of their Living Unit are age-appropriate pursuant to the Governing Documents.
2. All Persons who seek to obtain or otherwise acquire Title to any Lot or Living Unit, prior to obtaining or otherwise acquiring title to any Lot or Living Unit, shall complete all forms required by the Association in order to verify, in accordance with HOPA, that the occupants and Owner(s) are fifty-five (55) years of age or older, or, their spouse or domestic partner is fifty-five (55) years of age or older, or, that all other occupants of their applicable Living Unit are age-appropriate pursuant to the Governing Documents.
3. All information requested by the Association Relative to Affirming Compliance with HOPA and the Governing Documents, including proof of age must be provided by the Owner(s) or prospective Owner(s) when requested by the Association.
4. Acceptable forms of proof of age are driver's license, passport, and/or official governmental forms of identification.

5. All tenants, non-owner residents and/or occupants must also comply with the terms and conditions of this Resolution and provide to the Association, prior to occupying a Living Unit, two (2) forms of picture identification demonstrating that each prospective lessee, non-owner resident or occupant is either eligible to occupy the Living Unit pursuant to the Governing Documents or otherwise fifty-five (55) years of age or older unless they are husband and wife, civil partners or domestic partners in which case a marriage certificate or other written documentation satisfactory to the Association which proves the persons to be regarded as married, partners in a civil union, or domestic partners recognized under New Jersey law.
6. If an Owner, tenant, non-owner resident and/or occupant of a Living Unit fails to comply with this Resolution within thirty (30) days after receiving written notice from the Association, they shall be jointly and severally responsible to pay the Association a fine in the amount of \$500.00 and otherwise reimburse the Association for all attorneys' fees and costs incurred by the Association to address the non-compliance with this Resolution.
7. If a fine of \$500.00 is imposed for non-compliance, each and every day thereafter shall be treated as a separate violation which will result in the imposition of a \$25.00 per day fine for which the Owner, tenant, non-owner resident and/or occupant of a Living Unit shall be jointly and severally responsible to pay the Association a fine in the amount of \$500.00 and otherwise reimburse the Association for all attorneys' fees and costs incurred by the Association to address the non-compliance with this Resolution;
8. Any person providing false information to the Association pursuant to this Resolution in its efforts to assure HOPA compliance and compliance with the Governing Documents will result in an additional penalty in the amount of \$500.00 and if same relates to the falsification of age which renders a person ineligible to either own or occupy a Lot and/or Living Unit, the Association may further seek to void such transfer of title and/or eject such ineligible occupant and otherwise seek reimbursement for all attorneys' fees and costs incurred by the Association to address and rectify the situation.
9. All such fines, and attorneys' fees, costs incurred to enforce the provisions Herein may be recorded as a lien on the Lot or Living of the Unit Owner, tenant, nonowner resident and/or occupant of a Living Unit not in compliance until paid in full;
10. Owner(s), non-owner residents, and/or occupants of any Lot or Living Unit found in violation of this Resolution shall be individually, jointly, and severally liable for any and all fines, including attorneys' fees and costs imposed due to non-compliance with this Resolution.
11. To the extent any Owner(s), non-owner residents, and/or occupants of any Lot or Living Unit are in violation of and/or otherwise, jointly and severally owe any monies to the Association pursuant to this Resolution, including all fines, all attorneys' fees and costs arising from or relating to or otherwise imposed due to non-compliance with this Resolution, all of the Owner(s), non-owner residents, and/or occupants of any such Lot or Living Unit shall be prohibited from voting in Association matters or election, nominating themselves or another Owner to run for the Board, running for the Board to be elected or being appointed or to serve on the Board, serving as an officer for any club sanctioned by the Board, participating in any activity sponsored by any club sanctioned



by the Board, serving as a captain or leader or officer of any group sanctioned by the Board, participating in any activity sponsored by any groups sanctioned by the Board, receiving the monthly newsletter or any other publication or communication from the Association, using, enjoying and/or otherwise occupying any portion of the Common Property, attending any Board meeting, or, attending any meeting of the Owners.

**RES4-2025**

**RESOLUTION OF SILVER RIDGE PARK WESTERLY HOMEOWNERS ASSOCIATION FOR COLLECTION OF ADMINISTRATIVE FEE UPON TRANSFER OF PROPERTY**

This Resolution hereby allows and confirms the Silver Ridge Park Westerly Homeowners Association, Inc. (hereinafter referred to as the "Association"), a New Jersey not for profit corporation which was formed to administer and oversee the Silver Ridge community consistent with and pursuant to the Association Declaration Of Covenants And Restrictions (hereinafter referred to as the "Declarations"), the Association By-Laws (hereinafter referred to as the "By-Laws") and the Association Certificate of Incorporation (hereinafter referred to as the "Certificate of Incorporation") (hereinafter the Declarations, By-Laws and Certificate of Incorporation are collectively referred to as the "Governing Documents"); and

**WHEREAS** the Association Board of Trustees hereby declares that all The Properties subject to the Silver Ridge Governing Documents be subject to this Resolution; and

**WHEREAS** the Association Certificate of Incorporation provides for the Association to undertake such other acts as may be beneficial for the health, benefit and welfare of the members of the Association.

**WHEREAS**, Article III, Section 5, subparagraph (i) of the Association By-Laws provides for the Board of the Silver Ridge authority to adopt such rules and regulations as the Board may deem necessary in its sole discretion.

**WHEREAS** this Resolution was duly introduced and was thereafter adopted by the Association Board of Trustees at a regular scheduled general meeting on this 20th day February 2025 at which a quorum was present, by a majority vote of the Board of Trustees present and eligible to vote on this matter.

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSOCIATION BOARD OF TRUSTEES AS FOLLOWS:**

Upon transfer of title to any Lot subject to the Governing Documents the The Association shall collect an administrative fee in the amount of \$1,250.00. This administrative fee is to defer the Association's various fees, costs and expenses, including but not limited to Association improvements, financial costs and other fees and charges to maintain the Common Properties and to enhance the health, safety and welfare of Owners and Associate Members.

**RES5-2025**

**RESOLUTION REGARDING THE SILVER RIDGE PARK WESTERLY HOMEOWNERS' ASSOCIATION, INC. ASSESSMENTS**

**WHEREAS** the Silver Ridge Park Westerly Homeowners Association (hereinafter "Association") is a not-for-profit corporation of the State of New Jersey established pursuant to the requirements of N.J.S.A. Title 15A of the New Jersey Statutes.

**WHEREAS** the Association By-Laws at Article III, Section 1, empowers the Association Board of Trustees to take all action consistent with the Association Certificate of Incorporation, the Association Declaration Of Covenants and Restrictions and the Association By-Laws.

**WHEREAS** the Association By-Laws at Article III, Section 5, Paragraph (j) empowers the Association Board of Trustees "To adopt such rules and regulations as the Board may deem necessary in its sole discretion" (hereinafter the Association Certificate of Incorporation, Declaration of Covenants and Restrictions, By-Laws and Rules and Regulations are collectively referred to as the "Governing Documents");

**WHEREAS**, the Association Declaration Article III, Section 3 states:

**SECTION 3 BASIS AND COST**

The BOARD OF TRUSTEES, with the approval of the membership, as set forth in ARTICLE III, SECTION 5 of this DECLARATION, shall determine the annual assessment. This annual assessment should cover the expected annual expenses to maintain and improve the physical properties of the HOMEOWNERS ASSOCIATION including costs of future major expenditures by way of Reserve Accounts. Such items as roof replacement, heating and cooling equipment replacement and major pool repairs or replacement should be included in the reserve accounts. The assessment shall be reviewed annually and payable SEMI-ANNUALLY, the first half on January 1st and the second half on July 1st of each year. The foregoing assessment shall cover the fee owner or owners of the property provided the same does not exceed two. In the event there are more than two owners or there are additional permanent residents occupying the premises, the same shall be required to become ASSOCIATE MEMBERS. They may be subject to an additional annual fee set by the BOARD OF TRUSTEES and APPROVED BY THE MEMBERSHIP as set forth in ARTICLE III, SECTION 5 OF THIS DECLARATION. These fees will also be payable on the 1st of January and the 1st of July.

**WHEREAS** this Resolution was duly introduced and was thereafter adopted by the Association Board of Trustees at a regular scheduled general meeting on this 20<sup>th</sup> day February 2025 at which a quorum was present, by a majority vote of the Board of Trustees present and eligible to vote on this matter.

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSOCIATION BOARD OF TRUSTEES AS FOLLOWS:**

The annual assessment for each Lot, effective July 1, 2024, shall be \$462.00 per year.



