



Merged Declaration  
of  
Covenants and Restrictions

As of July 1, 2017

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 OF AMENDED GREENBRIAR WOODLANDS MERGED DECLARATION OF COVENANTS AND  
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GREENBRIAR WOODLANDS  
MERGED DECLARATION OF COVENANTS AND RESTRICTIONS

THIS MERGED DECLARATION OF COVENANTS AND RESTRICTIONS (“Declaration” or “Merged Declaration”), is made as of the 1<sup>st</sup> day of October 2000, by Greenbriar Woodlands Community Association, Inc. (the “Community Association”), with offices at 1 Kensington Circle, Toms River, New Jersey 08755.

WITNESSETH:

WHEREAS, Greenbriar Woodlands (the “Development”) is a residential community containing 1,250 living units together with (i) a club house, (ii) swimming pool, (iii) tennis court, (iv) golf course, and (v) other recreational facilities, roadways, buildings, and other improvements for the benefit of the Development and its residents, and which was created pursuant to that certain RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, recordation February 19, 1987 in the Ocean County Clerk’s Office in Deed Book 4517, Page 1, (the “Restated Declaration”) as same has been amended or supplemented.

WHEREAS, the Development, as originally created, consisted of one (1) Community Association, known as “Greenbriar Woodlands Community Association, Inc.” (the “Community Association”) and two (2) Neighborhood Associations, known as “Greenbriar Woodlands Neighborhood No. I Association, Inc. (referred to as “Greenbriar No. I”) and Leisure Oaks at Greenbriar Woodlands Neighborhood Association, Inc. (referred to as “Leisure Oaks”); and

WHEREAS, the Community Association was created, pursuant to the Restated Declaration to provide for the ownership, operation, maintenance, repair and replacement at the Common Property of Development, exclusive of the Common Property owned by Greenbriar No. I and Leisure Oaks; and

WHEREAS, Greenbriar No. I was created, pursuant to a Supplemental Declaration of Covenants and Restrictions recorded February 19, 1987 in Ocean County at Deed Book 4517 page 152 (the “Supplemental Declaration of Greenbriar No. I”), as same has been amended or supplemented, to provide for the ownership, operation, maintenance, repair and replacement of the Common Property owned by it; and

WHEREAS, Leisure Oaks was created, pursuant to a Supplemental Declaration of Covenants and Restrictions recorded on May 20, 1988 in Ocean County at Deed Book 4664, page 375 (the “Supplemental Declaration of Leisure Oaks”), as same has been amended or supplemented, to provide for the ownership, operation, maintenance, repair and replacement of the Common Property owned by it; and

WHEREAS, the Developer will have, as of the effective date of this Declaration, completed and conveyed title to all of the living units which are governed by this Declaration; and

WHEREAS, the Developer, as of the date of this Declaration, has constructed all of the units and has completed transition with all three (3) separate Associations, including having conveyed title to the common areas under three separate deeds as follows: (i) deed from U.S. Home Corporation to the Community Association recorded on September 28, 1998 in Deed Book 5620, Page 0530; (ii) various deeds from Hampshire Hills Associates to Greenbriar No. I recorded on October 5, 1992 in Deed Book 5012, Page 215; Deed Book 5012, Page 205; Deed Book 5012, Page 177; Deed Book 5012, page 196; Deed Book 5012, Page 187; and Deed Book 5012, Page 225; and (iii) deed from Leisure Technology, Inc. to Leisure Oaks recorded or to be recorded in the Ocean County Clerks Office; and

WHEREAS, the Development consists of all of those premises as have been described and set forth in various Metes and Bounds Descriptions attached to and incorporated as part of the Restated Declaration and the Supplemental Declarations and Amendments thereto; and

WHEREAS, the Community Association, Greenbriar NO. I and Leisure Oaks have decided that it is in the best interest of all of the Members of all of the associations to merge the ownership, operation, maintenance, repair and replacement of all of the Common Property into one (1) Association; and

WHEREAS, the members of all three (3) Associations have voted on and approved the Plan of Merger filed or to be filed with the Secretary of State of New Jersey; and

WHEREAS, the Plan of Merger transfers all of the ownership, operation, maintenance, repair and replacement rights and obligations for all of the Common Property to the Community Association; and

WHEREAS, the Community Association deems it advisable to file this Merged Declaration in the Ocean County Clerk's Office so as to impose upon the entire development a scheme for providing the ownership, operation, maintenance, repair and replacement of the Common Property under the merged Association incorporated and known as "Greenbriar Woodlands Community Association, Inc." (the merged Association is hereafter referred to as the "Community Association"); and

WHEREAS, this Merged Declaration shall supersede and replace, in its entirety, any previous Declarations and Amendments thereto, which govern the use, ownership or control of the property, as hereinafter defined.

NOW THEREFORE, the Community Association declares that the Property, as hereinafter defined, is and shall be held, transferred, sold, conveyed, based occupied and used subject to the covenants, restrictions, conditions, easements, changes, assessments, obligations, and liens hereinafter set forth in this Declaration.

## ARTICLE 1. DEFINITIONS

Section 1.1 “By-Laws” shall mean and refer to the “Merged By-Laws of Greenbriar Woodlands Community, Inc.”, which is as attached hereto, incorporated herein, and marked as Exhibit “B”.

Section 1.2 “Community Association” shall mean and refer to the Greenbriar Woodlands Community Association, Inc., a New Jersey not-for-profit corporation, as merged with Greenbriar Woodlands Neighborhood Association No. I, Inc. and Leisure Oaks at Greenbriar Woodlands Neighborhood Association, Inc., formed to enforce the restrictions, covenants and conditions regarding the construction, use and occupancy of Living Units in the Development and to maintain, repair, own and replace and Common Property as provided in this Declaration and the Bylaws.

Section 1.3 “Community Association Dues” (also “Dues” or “Assessments”) shall mean and refer to all assessments assessed by the Community Association against the Owners.

Section 1.4 “Community Board” shall mean and refer to the Board of Directors of the Community Association and any reference herein or in the Community Association Certificate of Incorporation, Community Association Bylaws or Rules and Regulations to any power, duty, right of approval or any other right of the Community Association shall be deemed to refer to the Community Board and not the membership of the Community Association, unless the context expressly indicates to the contrary.

Section 1.5 INTENTIONALLY DELETED.

Section 1.6 “Community Association Certificate of Incorporation” shall mean and refer to the Certificate of Incorporation of the Community Association.

Section 1.7 “Club House” shall mean and refer to the club house constructed on the Property.

Section 1.8 “Common Expenses” shall mean and refer to all those expenses (including reserves) incurred or assessed by the Community Association, or its respective directors, officers, agents or employees, in the lawful performance of their respective duties or powers.

Section 1.9 “Common Property” shall mean and refer to all the real property, improvements and facilities of the Development owned and operated by the Community Association, including, but not by way of limitation, the Club House, the Golf Course and the Roadways, all of which real property has or shall be conveyed to the three (3) separate Associations under those three (3) separate deeds as follows: (i) deed from U.S. Home Corporation to the Community Association recorded on September 28, 1998 in Deed Book 5620, Page 0530; (ii) various deeds from Hampshire Hills Associates to Greenbriar No. I recorded on October 5, 1992 in Deed Book 5012, Page 215; Deed Book 5012, Page 205; Deed Book 5012, Page 177; Deed Book 5012, Page 196; Deed Book 5012, Page 187; and Deed Book 5012, Page 225; and (iii) deed from Leisure Technology, Inc. to Leisure Oaks recorded or to be recorded in the Ocean County Clerk’s Office. A plan showing the Common Property is attached hereto as Exhibit “A”.

Section 1.10 INTENTIONALLY DELETED.

Section 1.11 “County” shall mean and refer to Ocean County, New Jersey.

Section 1.12 “Declaration” shall mean and refer to this document, the “Merged Declaration of Covenants and Restrictions”, including the covenants, conditions, and restrictions and all other provisions herein set forth and as may be amended from time to-time.

Section 1.13 “Developer” shall mean and refer to Hampshire Hills Associates, a joint venture of USH (New Jersey), Inc. and Orange Blossom Capital Corp., and each and every successor or assignee of the Developer who succeeded to any rights or obligations of the Developer. Developer’s rights hereunder have ceased since construction of living units contemplated by the development plan have been completed and all Lots and Living Units were conveyed to Owners other than Developer or any applicable Builder, except to the extent that the Community Association shall have elected to succeed to any such rights.

Section 1.14 “Development” shall mean and refer to approximately 403.23 acres of land together with certain improvements thereon, as more particularly described on the preliminary plat entitled “Greenbriar at Dover” Lots 6 and 38, Block 192A, Dover Township, Ocean County, Preliminary Plat: Development Details, prepared by Donald W. Smith Associate, P.A. dated December 12, 1985, as same as has been revised from time to time by Developer. The Development shall not include the Fire Commissioners Tract.

Section 1.15 “Development Plan” shall mean and refer to the Developer’s general plan of development for 1,188 units as originally shown on a plan entitled “Greenbriar at Dover: Lots 6 and 38, Block 192A, Dover Township, Ocean County, Preliminary Plat: Development Details” prepared by Donald W. Smith Associates, P.A., dated December 12, 1985, as same has been revised from time to time by Developer. The Development Plan shall not include the Fire Commissions Tract.

Section 1.16 “Federal Mortgage Agencies” shall mean and refer to those federal agencies who have or may come to have an interest in the Development, including, but not limited to, the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 1.17 “Fire Commissioners Tract” shall mean and refer to a tract of land consisting of approximately two (2) acres that Developer has conveyed to the Dover Township Board of Fire Commissioners or to the Dover Township Rescue Squad for use as a fire house or rescue building site.

Section 1.18 “First Mortgagee” shall mean and refer to an institutional Lender who holds the mortgage on a Lot and Home and who has notified the Association of its holdings.

Section 1.19 “Founding Documents” shall mean and refer to the Community Association Certificate of Incorporation, the Community Association Bylaws, and this Declaration as filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 1.20 “Golf Course” shall mean and refer to the golf course on the Development. The Golf Course shall include eighteen (18) holes.

Section 1.21 “Governing Documents” shall mean and refer collectively and severally to the Founding Documents and the Rules and Regulations, as such may be amended from time to time.

Section 1.22 “Institutional Lender” shall mean and refer to any commercial or savings bank, mortgage banker, savings and loan association, trust company, insurance company, governmental agency, or other financial institution or pension fund, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such a lender, or any individual who loans money for a home purchase or any combination of the foregoing entities.

Section 1.23 “Lease” shall mean and refer to any written, verbal and/or implied agreement providing for the leasing, rental and/or occupancy of any Home within the Development, by someone other than the Owner, including any sublease.

Section 1.24 “Living Unit” shall mean and refer to any individual detached, single family residential dwelling unit, on a Lot, in the Development.

Section 1.25 “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the “Development” with the exception of Common Property as heretofore defined.

Section 1.26 “Roadways” shall mean and refer to all roads existing within the Development, and same are included in the Common Property.

Section 1.27 “Owner” (also “Lot Owner” or “Living Unit Owner”) shall mean and refer to those persons or entities in whom record title to any Lot is vested as shown in the records of the Ocean County Clerk, including contract vendors. However, notwithstanding any applicable theory of mortgage, it shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to any such Lot pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure. The term “Owner” shall not refer to any lessee or tenant of an Owner.

Section 1.28 INTENTIONALLY DELETED.

Section 1.29 “Permitted First Mortgage” shall mean and refer to any first mortgage lien encumbering a Home held by a bank, mortgage banker, trust company, insurance company, savings and loan association, trust company, insurance company pension fund, governmental agency, or other Institutional Lender or which is a purchase money mortgage by the Developer or by the seller of a Home.

Section 1.30 “Property” shall mean and refer to all those lands and all those improvements now or hereafter constructed in, upon, over or through such lands located in Dover Township, Ocean County consisting of approximately 403.23 acres, as same has been submitted to or included within the Development under any Declaration or Supplement, as well as all additions or conveyances thereto, which have been filed in connection with any of the three (3) separate Associations. The Property consists of essentially the entire outbounds of those premises which are shown on the attached Exhibit “A”.

Section 1.31 “Rules and Regulations” shall mean and refer to the rules and regulations duly adopted by the Community Association with all future amendments and supplements thereto.

Section 1.32 “Township” shall mean and refer to the Township of Dover in Ocean County, New Jersey.

## ARTICLE 2. PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1 Property Subject to This Declaration. The Property, including every Living Unit, Lot and all Common Property now or hereafter expressly subjected to this Declaration, is, and shall be, held, transferred, sold, conveyed, leased and occupied, subject to this Declaration and all amendments or supplements hereto. The Property includes all lands and premises which have been made part of or included within the Community Association, Greenbriar No. I or Leisure Oaks by and through the Restated Declaration as amended or supplemented, the Supplemental Declaration of Greenbriar No. I, as amended or supplemented and the Supplemental Declaration of Leisure Oaks, as amended or supplemented. The Property herein subjected to this Declaration consists of the entire real property, the outbounds of which is more fully set out on Exhibit “A”.

Section 2.2 INTENTIONALLY DELETED.

Section 2.4 INTENTIONALLY DELETED.

Section 2.5 INTENTIONALLY DELETED.

## ARTICLE 3. PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 3.1 Lot Owner’s Right of Enjoyment. Subject to the provisions of the Governing Documents, every Lot Owner shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot and Living Unit.

Section 3.2 Title to Common Property. Developer has conveyed or will convey legal title to the Common Property under three separate conveyances as follows: (i) deed from U.S. Home Corporation to the Community Association recorded in Ocean County in Deed Book 5620, page 0530, (ii) various deeds from Hampshire Hills Associates to Greenbriar No. I recorded in Ocean County in Deed Book 5012, page 215; Deed Book 5012, page 205; Deed Book 5012, page 177; Deed Book 5012, page 196; Deed Book 5012, page 187; and Deed Book 5012, page 225, and (iii) deed from Leisure Technology, Inc. to Leisure Oaks recorded or to be recorded in Ocean County Clerk’s Office. Developer has conveyed its entire interest in all completed portions of the Common Property to the Community Association for one dollar (\$1.00) in consideration and free and clear of all liens and encumbrances (except for easements and standard title Policy exceptions). The Community Association shall properly maintain the Common Property in accordance with this Declaration and the Bylaws.

The title and use of various portions of the Common Property, including but not limited to the Club House, Roadways, Open Space and Golf Course have been turned over to the Community Association and its members, and the cost for maintenance, operation and administration of same, including insurance premiums and the proportionate allocation of real estate for taxes (“Maintenance Costs”) have become a Common Expense of the Community Association.

#### ARTICLE 4. EASEMENTS

Section 4.1 Member's and Community Association's Easements. The Property and rights and easements of enjoyment created hereby shall be subject to the following easements:

4.1.1 Every Lot Owner Shall have a perpetual and nonexclusive easement in, over and through the Common Property and to use the Roadways, walks and other facilities on the Common Property, subject to the right of the Community Association as provided in the Community Association Bylaws to promulgate Rules and Regulations for the use and the enjoyment of the Common Property, and voting and other rights (including without limitation, a right to Lease his Lot as set forth elsewhere herein) of any Lot Owner for any period during which any assessment, interest or penalty charge (herein sometimes collectively referred to as "Community Association Dues") remains unpaid, or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either nonpayment or any Community Association dues or a breach of the rules and Regulations of the Community Association shall not constitute a waiver or discharge of the Member's obligation to pay the Community Association Dues. When any Living Unit is not occupied by the Owner, such easement shall be solely for the benefit of the permanent occupants thereof and their guests, and not the owner or his invitee; and

4.1.2. The right of the Community Association to prescribe Rules and Regulations and to charge admission, membership fees and other fees for the use of the Common Property (including, without limitation, fees for the members to use the Golf Course); and

4.1.3. The right of the Community Association to dedicate or transfer all or any part of the Common Property to any Municipal, County, State, Federal or other public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed upon by the members, provided that no such dedication, transfer, or determination as to the purposes of or as to the conditions of such dedication or transfer shall become effective unless such dedication, transfer and determination as to purpose and conditions thereof shall be authorized by the vote in person or by proxy of two-thirds (2/3) of the aggregate votes held by all members of the Community Association in good standing, and unless written notice of the proposed resolution authorizing such action is sent to every member at least sixty (60) days in advance of the scheduled meeting, at which such action is to be taken and in the case of dedication or transfer to the Township or County, acceptance of such dedication by ordinance or resolution duly-adopted by the governing body of the Township or County. A true copy of such resolution together with a certificate showing the result of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property, prior to the recording thereof in the Office of the County Clerk. Such certificate shall be conclusive evidence of authorization by the membership; and

Section 4.2 Community Association. Community Association, its successors and assigns shall have the following easements:

4.2.1 A blanket and non-exclusive easement in, upon, over, under, across and through the Property (including, without limitation, Living Units and Lots) for the purpose of installation, maintenance, repair and replacement of (i) all sewer, water, power and telephone, pipes, lines, mains, gas conduits, waters, poles, transformers, television antennas or cable television facilities and any and all other utility or cable communications systems serving the Property; or (ii) any other construction, installation, maintenance and repair thereto, including the right of ingress and egress, upon the roadways, walkways and common property, which easement shall be for the benefit of the Community Association on a perpetual basis in connection with the proper discharge of its responsibilities with respect to the Living Units or Common Property. Should any governmental agency or utility or cable communications company furnishing one of the foregoing services hereafter request a specific easement by a separate recordable instrument in connection with the furnishing of any such service, the Board of Directors of the Community Association shall have the right to grant such easement, without payment of any consideration and without a prior vote of the members, provided that it does not adversely materially impair the rights of any Owner.

In addition, Community Association hereby reserves the irrevocable right into, upon, over or under any living unit for such purposes as may be reasonably necessary to service any living units therein, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owners. In case of any emergency, such Right of Entry shall be immediate whether or not the Owner is present at the time.

4.2.2 INTENTIONALLY DELETED.

Section 4.3 Governmental Easements. There shall be blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Property for the Township, the County and the Community Association, the respective officers, agents and employees of the Township, County and Association and for all policemen, firemen and ambulance personnel in the proper performance of their respective duties; and

Section 4.4 Living Unit Owner's Easements. Every Living Unit Owner shall have the following easements:

4.4.1 A perpetual and non-exclusive easement for the existence and continuance of any encroachment by his Living Unit upon any adjoining Living Unit now existing or which may come into existence hereafter as a result of construction, repair, shifting, settlement, movement or any portion of a Living Unit, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Living Unit stands.

4.4.2 A perpetual and non-exclusive easement for ingress and egress to his Living Unit or parking space in, upon, under, over, across and through (i) the roadways, driveways and walkways; or (ii) the Common Property all as may be reasonably required for such ingress and egress.

4.4.3 A perpetual and non-exclusive easement to use and maintain all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located on any portion of the property which serve the Lot of an Owner or Owners.

Section 4.5 Institutional-Lender's Easements. Any institutional Lender who is the owner or a mortgage which encumbers any Lot and Living Unit (and its officers, agents, and employees) shall have a blanket, perpetual and non-exclusive easement to enter the Property or any part thereof to inspect the condition and repair of such Lot and Living Unit. This right shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to and with the permission of the Association; and

Section 4.6 Utility and Cable Communications Easement. Any utility company, cable communications company or entity furnishing utility service, including meter or cable television or electronic security service to the Property, its agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Property, or any part thereof, in order to read meters, service or repair utility lines and equipment and do everything and anything else necessary in order to properly maintain and furnish utility or cable communication service to the property and Living Units; and

Section 4.7 Drainage Easement. Developer and Living Unit Owners, their successors and assigns, shall have a blanket, perpetual and non-exclusive easement in common in, upon, over, under, across and through the property for surface water runoff and drainage caused by natural forces and elements, grading and/or the improvements located upon the Property. No individual Living Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property.

Section 4.8 INTENTIONALLY DELETED.

## ARTICLE 5. RESTRICTIONS

In order to preserve the character of the Development as a retirement community and for the protection of the value of the Living Units, the Community Association declares that the Property shall be subject to the following restrictions and covenants, all of which shall be perpetual in nature and run with the land;

Section 5.1 Age Restrictions. In order to preserve the character of the Community as an adult residential Community and for the protection and value of the Homes, the Association declares the Property shall be subject to the following restrictions and covenants, all of which shall be perpetual in nature and run with the land:

- (a) Community Remain Fifty-Five and Over Housing. The Community is intended to be “Fifty-Five or Over Housing” within the meaning of the Fair Housing Act, so as to qualify as “housing for older persons” within the exemption provisions of the Fair Housing Act. The construction, interpretation and enforcement of this Article 5, as well as the remainder of the Declaration and the Bylaws, shall be in a manner consistent with such requirements.
- (b) General Age Restrictions. Occupancy of the Home shall be restricted to use by permanent residents fifty-five (55) years of age or older with no children under eighteen (18) years of age in permanent residence, with the following exceptions:
- (i) a member of a couple under the age of fifty-five (55) years who is residing with his or her partner or spouse who is fifty-five (55) years of age or over. In the event that the member of couple over fifty-five (55) shall predecease his or her partner or spouse under the age of fifty-five, the partner or spouse under the age of fifty-five (55) years shall be permitted to remain in the Home provided that the Community shall still qualify for the “Fifty-Five or Over Housing” exemption of the Fair Housing Act; or
  - (ii) One (1) adult under fifty-five (55) years of age will be admitted as a permanent resident if it is established that the presence of such person is essential to the physical care of one (1) or more of the adult occupants who shall be fifty-five (55) years of age or older. However, in the event that the aforesaid restrictions are subsequently amended by court order or otherwise permit additional classes of residence, the Association reserves the right to permit residency to such persons as shall be required. Exceptions to the foregoing age restrictions may be granted in particular cases by the Association, in accordance with Section 5.1(c).
- (c) Approval Procedures.
- (i) It shall be the duty of the Association, in connection with the occupancy of the Homes to enforce the Declaration and this Article 5 so that at all times the Community will qualify for the “Fifty-Five or Over Housing” for older persons exemption under the Fair Housing Act.
  - (ii) No occupancy of any Home shall be permitted, begin or continue if such occupancy would be in violation of the provisions of this Article 5 or result in the loss of the Community’s “Fifty-Five or Over Housing” for older persons exemption under the Fair Housing Act. No person may transfer, sell, give, lease, assign, grant, buy, rent or occupy any Home in the Community, unless and until such persons shall have received the approval of the Association in accordance with this subparagraph.

- (iii) No transfer, sale, gift, Lease, assignment, grant, purchase, rental or occupancy of any Home shall be made by any Owner or any subsequent prospective purchaser or lessee until the existing Owner desires to transfer the Property and makes full disclosure to the Board in writing, of the name, address and age of the prospective purchaser or lessee and all prospective residents of the Home, together with evidence that said prospective purchaser or lessee and residents meet all qualifications set forth herein. Said Owner who intends to sell, transfer, give, lease, assign any Home, shall, before entering into any binding Agreement (other than an Agreement whose enforceability is expressly contingent upon Board approval) with any prospective purchaser, grantee, lessee or assignee, submit evidence in writing as aforesaid to the Board and such Owner shall not execute said Agreement without first obtaining written approval of the Board. The Board must act within ten (10) business days of the Owner's submission to the Board. In the event the Board does not act within the time set forth hereinabove, the Board will be deemed to have consented. In the event the Board withholds its consent, the Board shall then set forth the reasons for its denial in writing and present same to the Owner at the time the Owner is informed of the Board's decision. If the Owner is dissatisfied with the Board's decision, the Owner may then request a hearing before the Board, with or without legal counsel present, which hearing shall be scheduled by the Board within fifteen (15) days of an Owner's request for a hearing. All decisions of the Board after the hearing shall, as with the initial decision, be set forth in writing. The Board must render said decision in writing within five (5) days of the scheduled hearing.
- (iv) Upon receipt of any application for the transfer, sale, gift, grant, occupancy, or rental of any Home, the Board shall:
- A. Obtain verification of age of all proposed residents of the Home, such verification to consist of copies of driver's license, birth certificates, or similar recognized substantiation. No approval shall be granted, and no application shall be deemed complete, unless and until all proposed residents have submitted age verification as contemplated by this subparagraph.
  - B. If the proposed residents of the Home meet the restrictions of Section 5.1(b) (i.e., at least one member of the couples over the age of fifty-five (55) years at the time of closing or one adult is under fifty-five (55) years if the presence of such person is essential to the physical care of the adult occupants who are

fifty-five (55) or older, and no child under the age of eighteen (18) years is proposed to be a resident), then the Board shall approve the application.

- C. If a child under the age of eighteen (18) years old is proposed to be a resident of the Home, the Board shall disapprove the application, unless an exemption is provided for same under the “Fifty-Five or Over Housing” exemption of the Fair Housing Act.
- D. If all of the proposed residents of a Home are all under fifty-five (55) years at the time of closing, then the Board may, in its discretion, but shall have no obligation to, approve the application provided, however, that the Board shall not have the authority to approve and shall not approve any application if: (1) any proposed resident child is under the age of eighteen (18) years unless otherwise exempted under the Fair Housing Act as related to “55 or Over Housing”; or (2) to approve the application and cause or threaten to cause the Community to have less than eighty (80%) percent of its Homes occupied by at least one person over the age of fifty-five (55) years.

Section 5.2 Use. No Living Unit or Lot, except those owned by the Community Association, shall be used for any purpose other than as a private residence. Further, the Common Property shall not be utilized for any residential or commercial purpose not expressly permitted by this Declaration.

Section 5.3 Obstruction. There shall be no obstruction of any Common Property.

Section 5.4 Building. No Living Unit Owner or occupant shall build, plant, or maintain any matter or thing (including, without limitation, any addition, alteration or improvement to any Living Unit) upon, in, over or under the Property without the prior written consent of the Covenants Committee or the Board, except that a Living Unit Owner may plant flowers, trees, shrubbery and gardens within the area immediately adjacent to his Living Unit. In no event shall there be erected or planted upon any Property any fabricated fence, hedge or other growing fence, except those originally installed by Developer.

Section 5.5 Exterior Appearance. Owners shall not have any right to change the appearance of any portion of the exterior of any Living Unit (including, without limitation, any change to the exterior color scheme) without the prior written approval of the Covenants Committee.

Section 5.6 Maintenance. Each Owner shall completely furnish, perform and be responsible for, at his own expense, the repair, maintenance, and replacement of his own Living Unit, provided, however, that the Community Association, its agents and employees may effect, at its sole discretion, emergency or other necessary repairs which the Owner has failed to perform and charge the cost of same to the Owner(s) involved.

Section 5.7 Insurance. Nothing shall be done or kept in any Living Unit of any Lot which will increase the rates of insurance beyond the rates applicable for Living Units, without the prior written

consent of the Board. No Owner shall permit anything to be done or kept in his Living Unit or in or upon the Common Property which will: result in the cancellation of insurance on any of the Common Property or the contents thereof, or which will be in violation of any law.

Section 5.8 Display. No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the Property nor shall anything be hung, painted or displayed on the outside of, the windows or placed on the outside walls or outside surface of doors of any of the Living Units and no signs, awnings, canopies, shutters, earth stations shall be affixed or placed upon the exterior walls or roofs of any part thereof, nor relocated or extended, without the prior written consent of the Covenants Committee. Television or radio antennas are not permitted under any circumstances. Living Unit Owners may allow a cable communications company to pre-wire a Living Unit and Lot. The display or use of items visible in the interior of any Living Unit from the exterior thereof shall be subject to the Rules and Regulations. Owners shall not cause or permit any signs to be displayed on the Property advertising the sale or lease of their Living Units. Signs for any other purpose are prohibited except as may otherwise be provided by the Rules and Regulations. The Community Association shall have the right to immediately cause the removal of any sign violating this provision and obtain, in addition to any penalties which might otherwise be imposed by the Community Association, all costs incurred by such removal.

Section 5.9 Animals. No dogs, cats, birds, reptiles, rabbits, horses, livestock, fowl or poultry, or animals of any kind shall be raised, bred or kept in any Living Unit or upon the Common Property, except as provided herein. No more than two dogs or cats in the aggregate shall be permitted in any Living Unit. In no event shall outdoor pens or runs be permitted. All Owners and their guests, invitees, agents and others who allow or permit their pets and/or animals in their charge to defecate upon the grounds of the Property shall immediately thereafter remove from the grounds of the Property any and all excrement left by the pet or animal and dispose of it as soon as possible in a sanitary fashion. All Owners, guests, invitees, agents and others shall accompany the pet or animal in their charge at all times, shall keep the pet on a leash when it is not on the Owner's Property, and shall carry with them at such time devices necessary to remove the pet excrement, which removal shall be done immediately.

Section 5.10 Nuisance. No noxious, hazardous, or offensive activities shall be carried on, in or upon the Property or in any Living Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents or which interferes with the peaceful possession and proper use of the Property by the other Owners. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed.

Section 5.11 Structural changes. Nothing shall be done to any Living Unit which will impair the structural integrity of any Living Unit or which will structurally change a Living Unit. No Owner may make any structural additions, alterations or improvements in or to his Living Unit without the prior written

consent of the Covenants Committee subject to the Owner's right of appeal to the Community Association Board and as provided in Article IX, Section 2 of the Bylaws.

Section 5.12 Commercial Vehicles. No commercial vehicles may park overnight and no boats, trailers, campers, mobile homes, or trucks may be parked on any part of the Property except (i) in areas specifically designated for such purpose by the Community Association; and (ii) for those vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Living Units.

Section 5.13 Waste. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on the Property except in sanitary containers. Any contractor, repairman or other person retained by a Living Unit Owner to perform work on any Living Unit or Common Property shall clean up all rubbish and debris at the conclusion of each work day. Trash, garbage, or other waste shall be kept in sanitary containers as approved by the Community Association Board on the Owner's Lot for weekly or more frequent collection.

Section 5.14 Digging. There shall be no digging or earth removal or regrading operations of any nature whatsoever on any Property without first obtaining permission from the Covenants Committee. This section is intended as a protection against inadvertent disruption of underground services and creation of a nuisance to adjoining property owners.

Section 5.15 Draperies. Draperies, blinds, curtains or other window coverings must be installed and maintained by each Living Unit Owner on all windows of his Living Unit.

Section 5.16 Utilities. Each Living Unit owner shall pay for his own telephone, cable television services and utilities, which are separately metered or billed to each user by the respective utility or cable communications company.

Section 5.17 Traffic. Each Living Unit Owner, their guests, invitees and licensees are subject to the requirements of a uniform traffic plan established for the Property. All usage of the Roadways, Parking Areas, and other Common Property is subject to compliance with the traffic plan so developed. In this connection, the Community Association may establish and enforce speed limits, parking regulations, stop intersection requirements or any other generally acceptable technique of traffic regulation which shall be adhered to as a condition to the usage of the Roadways and other Common Property. The Community Association further, without approval of the members, may delegate responsibility and authority for the enforcement of Title 39 to the police department of the Township or any other legally constituted authority over the Roadways. Such delegations, however, shall not constitute dedication of these Roadways to public use.

Section 5.18 Rental. No Living Unit shall be Leased (as defined by Section 1.23 hereof) by the Owner(s) thereof, (except by the Community Association or an Institutional Lender in possession of such Living Unit following a default in a first mortgage, a foreclosure proceeding, assignment by Owners or any deed or other arrangement in lieu of foreclosure) or otherwise be utilized for transient or hotel purposes,

which shall be defined as “(i) rental for any period less than 180 days; or (ii) any rental if the occupants of the Living Unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service”, provided, however, that any Owner may Lease Living Unit for a period of less than 180 days to a contract purchaser, but in no event for transient or motel purposes. No Owner may Lease less than an entire Living Unit. A copy of any Lease must be furnished to the Community Association at least 30 days prior to the commencement of the term thereof. Only a Lot and/or Owner that and/or who has paid, timely and in full, all Community Association Dues, late fees, interest, attorneys’ fees, costs, fines, expenses having been incurred by the Association to protect and/or remediate a Lot and/or Living Unit or otherwise, connected with said Lot and/or Owner, may Lease his Lot and/or Living Unit. Only an Owner in whom record title, as shown in the records of the Ocean County Clerk, to a Lot has remained uninterrupted for not less than 24 months may Lease that Lot (and/or appurtenant Living Unit). No Lot and/or Living Unit may be Leased except pursuant to a written, completed and fully executed lease; said lease expressly made subject to all provisions of the Governing Documents, providing that the violation of any such provision by a lessee, his assignee, occupant and/or guest shall constitute a default under the Lease and approved by the Community Association. Other than the foregoing obligations, an Owner shall have the right to Lease his or her Lot and/or Living Unit. No leasing shall, however, relieve an Owner from his obligations hereunder and he shall remain primarily responsible therefore. In the event a lessee, his assignee, occupant and/or guest, of a Living Unit fails to comply with the Governing Documents then, in addition to all other remedies which it may have, the Community Association shall notify the Owner of such violation(s) and demand that the same be immediately remedied through the Owner’s efforts. If such violation(s) is not remedied immediately, or by another deadline set by the Community Association, then the Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against said lessee on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Community Association. In the event the Owner fails to fulfill the obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Owner, at the Owner’s sole cost and expense, including all related attorneys’ fees and cost incurred. Said attorneys’ fees and costs shall be due and payable upon demand by the Community Association and shall be a lien on the particular Living Unit and Lot involved, and collection thereof may be had in the same manner as the Community Association collects and/or recovers Community Association Dues.

Section 5.19 INTENTIONALLY DELETED.

Section 5.20 Lawns - Each Living Unit Owner shall keep the lawn on his lot regularly maintained including, without limitation, fertilization, weed control, and watering. (The mowing and edging of the lawn being done by the Community Association), Owners shall regularly fertilize lawns and

weed mulched areas so that the lawns are in harmony with the property maintained lawns. All lots must have grassed front lawns and grassed side and rear yards. No gravel or similar type lawns are permitted.

Section 5.21 Lot Upkeep. Each Living Unit Owner shall keep the Lot neat and clean, regularly removing any trash and debris.

Section 5.22 Use of Water Retention Areas. Swimming, bathing, boating and other use of the water retention areas in the Development shall be prohibited except when in accordance with Rules and Regulations prescribed by the Community Association. No docks, bulkheads or other structures shall be erected in the water retention areas in the Development without the prior written approval of the Covenants Committee.

Section 5.23 Sale of Living Unit. Each Living Unit Owner shall give the Secretaries of the Community Association timely notice of the Living Unit Owner's intent to list the Living Unit for sale. Upon closing of title, such selling Living Unit Owner shall immediately notify the Secretaries of the Community Association of the name and address of the new Living Unit Owner.

Section 5.24 Violations. The Community Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of these restrictions and shall have the right to bring lawsuits to enforce the Rules and Regulations promulgated by it. The Community Board shall further have the right to levy fines for violation of such Rules and Regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$100.00 for a first violation or \$250.00 for any violation subsequent to a first conviction. For each day a violation continues after notice, it shall be considered a separate violation. Any fine so levied is to be considered as an assessment to be levied against the particular Owner involved, and collection may be enforced by the Community Board in the same manner as the Community Board is entitled to enforce collection of other assessments. Fines may be levied against an Owner's tenant, and the Owner shall be jointly and severally liable with his tenant for the payment of same. In the event the Community Board institutes legal action for collection of any fines, then the defendant(s) shall be responsible for payment of reasonable attorneys' fees of the Community Association plus interest and costs of suit.

Section 5.25 Wells. No individual or entity shall have the right to drill a well on the Property for any purpose other than those wells constructed by the Community Association in conjunction with the maintenance of the Property.

Section 5.26 Ownership Limitation. The Owner of a Lot, and its/his family members, shareholders, partners, affiliates and/or related persons and/or entities may be an Owner of any one Lot at any given time.

## ARTICLE 6. ASSESSMENTS

Section 6.1 Creation of the Lien. Every Living Unit Owner by acceptance of a deed or other conveyance for a Lot and Living Unit, whether or not it shall be so expressed in any such deed or other

conveyance, shall be deemed to covenant and agree to pay Community Association Dues, by way of annual or special assessments or charges as hereinafter more particularly described. All Community Association Dues, together with such interest thereon, late charges, and cost of collection thereof (including reasonable attorneys' fees) shall be a continuing lien upon the Lot and Living Unit against which each such assessment is made and shall also be the personal obligation of the Owner or such Lot and Living Unit at the time when the assessment fell due. Further the Township shall have a continuing lien against each such Lot and Living Unit for its pro rata share of all real estate taxes due and payable to the Township by the Community Association for real estate taxes assessed against the Common property. Such lien shall be apportioned equally among all Living Units and shall be enforceable by the Township in the manner provided by law with respect to the real estate taxes assessed directly against each such Lot and Living Unit.

In the event that the Community Association shall at any time fail to discharge its obligations to maintain any portion of the Common Property as required by this Declaration, or to enforce the provisions hereof, the Township shall have the right to so maintain the Common Property or to enforce such provisions in the same place and stead of the Community Association. The assumption of such maintenance responsibility shall be in accordance with the procedures set forth in N.J.S.A. 40:55D-43(b). The cost of same shall be assessed, enforced and collected in accordance with provisions of N.J.S.A. 40:55D-43(c).

No Living Unit Owner may waive or otherwise avoid liability for the aforesaid Community Association Dues by non-use of the Common property, or otherwise.

Section 6.2 Amount of Annual Assessments. It shall be an affirmative obligation of the Community Association and its Community Board to fix assessments in a sufficient amount. Common Expenses will include all budgeted expenses of the Community Association and will be allocated by the Community Board on a pro-rata basis. Each Living Unit Owner shall be obligated to pay an assessment equal to that fraction of the total Common Expenses, the numerator of which is one and the denominator of which is that number of Living Units located within the Property of which a Certificate of Occupancy has been issued by the Township, as of the date the assessment is established. In addition, the distribution of any proceeds from any insured casualty loss, eminent domain proceeding affecting the Common Property of the Community Association or any distribution of common surplus of the Community Association shall be prorated in accordance with the formula set forth above with respect to the determination of Community Association Dues.

Except as stated above, the amount of monies for Community Association Dues deemed necessary by the Community Board to discharge the responsibility of the Community Board and the manner of expenditure thereof, including, but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board.

Section 6.3 Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Community Board to be the date

of commencement and shall be due and payable on such dates and in such installments as may to time be prescribed by the Community Board.

Section 6.4 Special Assessments. In addition to the annual Community Association Dues authorized by Section 6.2 of this Article, the Community Board may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary furniture, fixtures, equipment and other personal property related thereto, or for other lawful purposes, provided that any such special assessment shall be apportioned in the same manner as a regular assessment and shall receive the assent of two-thirds (2/3) of all of the votes eligible to be cast by all of the members at a Community Association meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and which notice shall set forth the purpose of the meeting. The due date(s) of any special assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing such special assessment.

Section 6.5 Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to any lien for past due and unpaid taxes and the lien of any first mortgage or mortgages held by an Institutional Lender now or hereafter placed upon any Living Unit; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of any such Living Unit pursuant to judgment of foreclosure or a deed in lieu of foreclosure. Such sale or transfer shall not relieve any such Living Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

If an Institutional Lender or other purchaser of a Living Unit obtains title to such Living Unit as a result of foreclosure of such first mortgage (or by a deed of conveyance in lieu thereof), such acquirer of title, his successors and assigns, shall not be liable for the assessments by the Community Association pertaining to such Living Unit or chargeable to the former Owner thereof which became due prior to acquisition of title as a result of the foreclosure. Such unpaid sums shall be deemed to be Common Expenses collectible from all of the remaining Living Unit Owners, including such acquirer, his successors and assigns.

Liens for unpaid assessments may be foreclosed by suit brought in the name of the Community Association in the same manner as a foreclosure of a mortgage on real property. Subject to the foregoing exceptions, suit to recover a money judgment for unpaid assessments may be maintained against the record Owner of the Living Unit as of the effective date of the assessment or against all subsequent record Owners thereof, without waiving the lien securing same, all of which record Owners shall be jointly and severally liable with respect to same.

Section 6.6 List of Assessments, Notice of Assessment and Certificate as to Payment. The Board shall cause to be prepared at least thirty (30) days in advance of the due date of each annual or special

assessment, a list of the properties and the assessments applicable thereto, in alphabetical order, according to the names of the Owners thereof, which list shall be kept in the office of the Community Association and shall be open to inspection, upon request, by any Owner. Written notice of the assessments shall be sent to every Owner subject thereto.

The Community Association shall, upon the request of any Owner liable for an assessment, or of the mortgagee of any Living Unit, furnish to such Owner or mortgagee, a certificate in writing, signed by an officer of the Community Association, setting forth whether or not such assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount equal to one hundred ten (110%) percent of the last prior year's assessment, and any installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and annual assessment may be amended at any time by the Community Board, provided, that nothing herein shall serve to prohibit or prevent the Community Board from imposing a lump sum assessment in the case of any immediate need or emergency without the consent of the members.

Section 6.7 Acceleration of Assessment Installments and other Remedies of the Community Association. If an Owner shall be in default in the payment of an installment upon an assessment, the Community Board may accelerate the remaining installments of the assessment upon notice to the Owner, and the then unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Owner, or not less than ten (10) days after the mailing of such notice to him by regular mail, whichever shall first occur. If such default shall continue for a period of thirty (30) days, then the Community Board may, at the Community Board's sole discretion, (i) accelerate the remaining installments of the assessment, and (ii) file a lien for such accelerated assessment, and (iii) notify any mortgagee of the Living Unit affected of such default if such mortgagee has requested such notice from the Community Association in writing. If said default continues for a period of ninety (90) days, then the Community Board may, in the Community Board's discretion, foreclose the foregoing lien pursuant to law and/or to commence a suit against the appropriate Owner(s) to collect said assessment.

Section 6.8 Interest and Counsel Fees. The Community Board, at its option, shall have the right in connection with the collection of any assessments, late fees, interest, fines and/or any other charge levied as set forth herein, to impose a late fee of any reasonable amount, and/or an interest charge at the legal maximum rate, if payment is made after the set due date. The Association shall be entitled to an award of any and all reasonable attorney fees and costs incurred by it as a result of any delinquency and/or unpaid assessments, late fees, interest, fines and/or any other charge levied as set forth herein.

Section 6.9 Contribution to Capital. Each Living Unit Owner shall at the time he/she acquires title to his Lot and Living Unit be obligated to pay to the Community Association a one time contribution to the working capital and operating expense of the Community Association in the amount of one thousand five hundred dollars (\$1,500.00), which contribution shall not be refundable or transferable and may be utilized for any lawful purpose which the Community Board may deem appropriate

Section 6.10 Conveyance. Upon any voluntary conveyance of a Living Unit, the grantor and grantee of such Living Unit shall be jointly and severally liable for all unpaid assessments pertaining to such Living Unit duly made by the Community Association or accrued up to the date of such conveyance without prejudice to the right of the grantee to recover from the grantor any amounts paid by the grantee. The grantor shall be exclusively liable for those accruing while he is the Living Unit Owner.

#### ARTICLE 7. COMMUNITY ASSOCIATION DUTIES AND SERVICES

Section 7.1 Duties of the Community Association. The annual assessments levied by the Community Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Living Unit Owners and for the costs and expenses incident to the operation of the Community Association, including, without limitation, the following:

7.1.1 maintenance and repair of all facilities on the Common Property, including parking area, sidewalks, Golf Course, Roadways, paths, rights-of-way, drainage ways, storm pipes, catch basins, ponds and streams.

7.1.2 payment of the cost of street lighting for the Common Property;

7.1.3 payment of all taxes and insurance premiums required to be paid by the Community Association.

7.1.4 maintenance, operation and administration of the Clubhouse, Golf Course and recreational facilities; and any other costs and expenses incidental to the operation and administration of the Community Association and its facilities and services.

7.1.5 providing for snow removal over two inches of snow from roadways, parking lots, driveways, walkways and service walk from the driveways up to the front door of the Home, and driveways as contained on the Common Property.

7.1.6 retain a management firm or manager to maintain the Common Property and carry out the duties of the Community Association, provided, however, that any management agreement for the property will be terminable by the Community Association with or without cause upon thirty (30) days prior written notice thereof.

7.1.7 providing that the guardhouse for the Development will be manned on a twenty-four (24) hour basis.

7.1.8 adopting rules, regulations and fees for the use of the Golf Course (including, without limitation, allowing the public to use the Golf Course in accordance with fees established by the Community Association).

7.1.9 mowing, edging and trimming of all Owner's lawns, provided, however, the Community Association shall not be obligated to provide other lawn care services including, but not limited to fertilization, weed control, and watering which shall be provided by each Owner. Subject to the Declaration of other instruments of creation, the Community Association may do all that if it is legally entitled to do under the laws applicable to its form of organization. The Community Association shall also provide a fair and efficient procedure for the disputes between individual Lot Owners and the Community Association, and between different Lot Owners, that shall be readily available as an alternative to litigation.

7.1.10 providing for removal of trash from Owner's Lot on a weekly or more frequent basis.

7.1.11 providing such other items as may from time to time be deemed appropriate by the Community Board.

Section 7.2 Service which may be Performed at the option of the Community Association Procedure. In addition to the required maintenance of the Common Property and of the improvements and facilities thereon, and the aforesaid services required to be performed, the Community Association may furnish (but shall not be required to furnish) such services as the Board from time to time, by resolution, may propose, but if the project cost of such additional services exceeds, in the aggregate, the amount equal to one-sixth (1/6) of the current annual Community Association Dues per Living Unit, then not until after such proposed additional services are authorized by a vote in person or by absentee ballot of two thirds (2/3) of all the votes eligible to be cast at a meeting of members duly called for this purpose.

## ARTICLE 8. GENERAL PROVISIONS

Section 8.1 Duration. This Declaration shall run with and bind all of the Property perpetually and shall inure to the benefit of and be enforceable by the Community Association and the Owners, their respective successors, assigns, heirs, executors, administrators and personal representatives, except that the restrictions contained in Article 5 hereof shall have a duration of twenty (20) years, at the end of which period said restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in which they shall agree to change said restrictions in whole or in part.

Section 8.2 Notice. Unless, otherwise provided in this Declaration, any notice required to be sent to any Owner under the provisions of the Governing Documents shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the member

or Owner at the last known post office address of the person who appears as a member or Owner on the records of the Community Association at the time of such mailing. Notice to one of two Owners shall constitute notice to all Owners thereof. It shall be the obligation of every Owner to immediately notify the Secretary of the Association in writing of any change of address. Valid notice may also be given to Owners (i) personal delivery to any occupant of any Living Unit over fourteen (14) years of age; or (ii) by affixing said notice to or sliding same under the front door of any Living Unit.

Section 8.3 Enforcement. Enforcement of this Declaration shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threatened violation or to recover damages, and against any Living Unit and Lot to enforce any lien created by this Declaration, and failure by the Community Association or any Owner to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. In the event that the Community Association should at any time fail to discharge its obligations to maintain any portion of the Property as required by this Declaration or to enforce the provisions hereof, any Owner shall have the right to enforce such obligations by any proceeding at law or equity. A failure to so enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Also, in such event, the Township shall have the right to so maintain the Property or to enforce such provisions in the name, place and stead of the Community Association. The assumption of such maintenance responsibility shall be in accordance with the procedures set forth in N.J.S.A. 40:55D-43(b). The cost of same shall be assessed, enforced and collected in accordance with the provisions of N.J.S.A. 40:55D-43(c). Notwithstanding any limitations as to the applicability of N.J.S.A. 40:55-43(b) and (c) aforesaid to the maintenance of "open space", the provisions of this subparagraph shall apply to all maintenance obligations of the Community Association as set forth in this Declaration or otherwise. Should either the Community Association or any of its members at any time fail to enforce the provisions hereof, the Township upon thirty (30) days notice to the Community Association, shall have the right to institute appropriate legal proceedings in the name of the Community Association to effect such enforcement.

Section 8.4 Severability. Should any covenant or restriction herein contained, or any Article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 8.5 Amendments. This Declaration may be amended at any time after the date hereof by a vote of at least two-thirds (2/3) of the fully authorized membership of the Community Association at

any meeting of the members established by the Community Board for such purpose and previous to which written notice to every Owner of the exact language of the amendment shall have been sent at least thirty (30) days in advance; and further provided, that no amendment may be so effected which would permit (i) any Owner to be exempted from the payment of Common Expenses; assessment or Community Association Dues; (ii) the obligation or proportionate responsibility for the payment of assessments with respect to Living Units or Common Property to be changed; (iii) the modification of any easements or restrictions in Article 4 except as therein set forth; (iv) revocation of any of the powers of attorney reserved herein or in the Bylaws; or (v) any action which contravenes the provisions of Article XIV of the Bylaws; and further provided, that in no event may the Common Property be conveyed to any third person, firm or corporation nor may the rights of the Township, be modified in any manner, without the express consent, by ordinance, or otherwise of the governing body of the Township.

Section 8.6 Bylaws and Administration: Changes in Documents; Power of Attorney. The administration of Common Property shall be by the Community Association in accordance with the provisions of the Governing Documents, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently be required by any Institutional Lender, any governmental agency having regulatory jurisdiction over the Property or by any title insurance company selected by Community Association to insure title to any Lot(s).

Section 8.7 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 8.8 INTENTIONALLY DELETED.

Section 8.9 Ratification, Confirmation and Approval of Agreements. The fact that some or all of the officers, Directors, Members or employees of the Community Association and Developer may have been identical, and have heretofore entered into agreements with the Community Association or with third parties, will not invalidate any such agreements and the Community Association, and its members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Living Unit and the acceptance of the Deed therefore by any party, shall constitute the ratification, confirmation and approval by such Purchaser, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by the Planned Real Estate Development Full Disclosure Act, this Declaration, the Community Association Certificate of Incorporation or the Community Association Bylaws.

Section 8.10 Protective Provisions for the Benefit of Institutional Lenders. Anything to the contrary in the Governing Documents notwithstanding, the following shall apply with respect to each Institutional Lender who holds a Permitted First Mortgage on any Living Unit.

8.10.1 The prior written approval of each such Institutional Lender is required for any material amendment to the Declaration or to the Community Association Certificate of Incorporation or Community Association Bylaws, which materially and adversely affects the priority of the lien or value of the security encumbered by its mortgage; and

8.10.2 No portion of any Lot in the Property may be partitioned, subdivided or dedicated without the prior written approval of each such Institutional Lender.

8.10.3 Any lien the Community Association may have on any Living Unit and Lot for the payment of any assessments attributable to such Living Unit shall be subordinate to any lien for past due and unpaid taxes and the lien or equivalent security interest of any Permitted First Mortgage on any Living Unit and Lot recorded prior to the date any such Community Association Dues became due.

8.10.4 Any such Institutional Lender shall, upon request, be entitled to: inspect the books and records of the Community Association during normal business hours; (ii) receive an annual audited financial statement of the Community Association within one hundred and twenty (120) days following the end of any fiscal year of the Community Association; (iii) receive written notice of all meetings of the Community Association and be permitted to designate a representative to attend all such meetings; and (iv) receive written notice of default in the payment of any installment of Community Association Dues.

8.10.5 Any Institutional Lender who obtains title to any Living Unit as a result of foreclosure of a Permitted First Mortgage on any Living Unit recorded prior to the date any assessment became due, or by deed or assignment in lieu of foreclosure, or any purchaser in such a foreclosure sale (pursuant to such mortgage), or their respective successors and assigns, is not liable for the share of Community Association Dues or other assessments by the Community Association pertaining to such Living Unit or chargeable to the former Owner which became due prior to such acquisition of title. Such unpaid share of Community Association Dues and other assessments shall be deemed to be collectible from all of the remaining Owners including such acquirer, his successors and assigns.

8.10.6 In the event of substantial damage to or destruction of any Living Unit or any part of the Common Property, any Institutional Lender which may be affected shall be entitled to timely written notice from the Community Association of any such damage or destruction.

8.10.7 If any Living Unit or portion thereof, or the Common Property or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Institutional Lender(s) holding a first mortgage on the Living Unit(s) so affected is entitled to timely written notice from the Association of any such proceeding or proposed acquisition, and no Owner or other party shall have priority over such Institutional Lender with respect to the distribution allocable to such Living Unit(s) of the proceeds of any award or settlement.

8.10.8 Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of any Association Dues with respect to any Living Unit, either regular or special, any Institutional Lender holding a mortgage which encumbers such Living Unit(s) shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

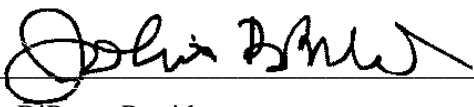
ARTICLE 9. SURVIVAL PROVISION

Section 9.1 Specific Survival. It is the intention of this Declaration that various exhibits to the Restated Declaration shall survive and not be amended or replaced. Those exhibits to survive and continue shall specifically include:

- (i) Exhibit D – Certificate of Incorporation;
- (ii) It is the specific intent of this provision that this Declaration may be read together with any and all legal descriptions utilized in any earlier declaration, amendment or supplement to submit property to the jurisdiction of any of the three(3) Associations.

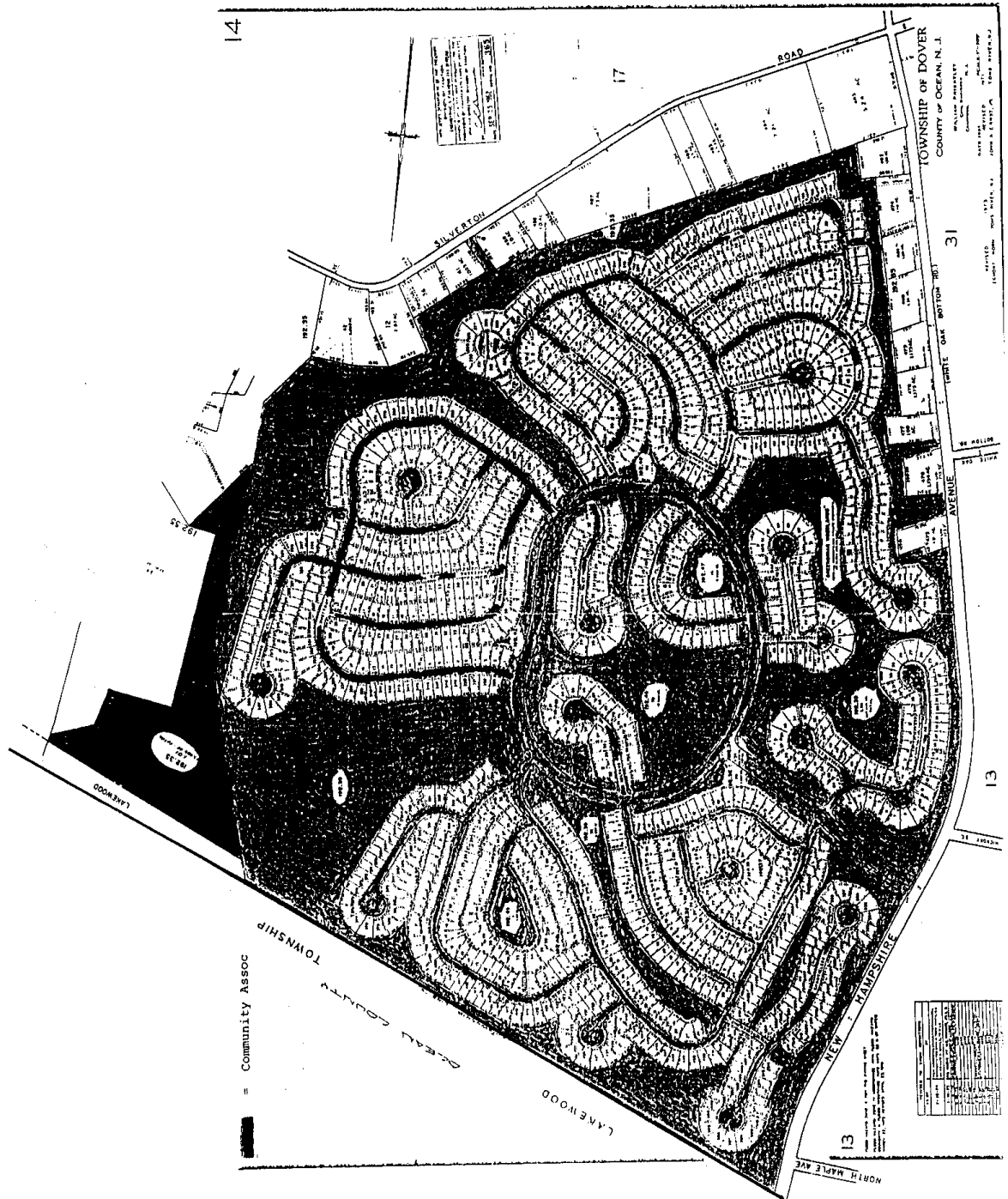
IN WITNESS WHEREOF, Association has caused these presents to be duly executed by its partners and proper officers, respectively.

GREENBRIAR WOODLANDS COMMUNITY ASSOCIATION, INC.

By:  \_\_\_\_\_  
John DiPreta, President

**EXHIBIT A**

OR BK 10262 PG 0192  
*Exhibit A*



**EXHIBIT B**

MERGED BY-LAWS  
OF  
GREENBRIAR WOODLANDS COMMUNITY ASSOCIATION, INC.

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MERGED BY-LAWS  
OF  
GREENBRIAR WOODLANDS COMMUNITY ASSOCIATION, INC.

ARTICLE I – NATURE OF BY-LAWS AND DEFINITIONS

Section 1. Unless it is plainly evident from the content that a different meaning is intended, as used throughout these By-Laws, the definition for the following terms in these By-Laws are the same as set forth in the Greenbriar Woodlands Amended Merged Declaration of Covenants and Restrictions Article 1.

Unless the context clearly indicates otherwise, all definitions set forth below are applicable to both the Declarations and the By-Laws and are incorporated herein for reference.

Section 1.1 “By-Laws” shall refer to the “Amended Merged By-Laws of Greenbriar Woodlands Community Association, Inc.”, which as attached hereto, and incorporated herein.

Section 1.2 “Certificate of Merger” shall mean and refer to the Certificate of Merger of Greenbriar Woodlands Neighborhood No.1 Association, Inc., Leisure Oaks at Greenbriar Woodlands Neighborhood Association Inc. (commonly known as Leisure Oaks) and Greenbriar Woodlands Community Association, Inc. into Greenbriar Woodlands Community Association, Inc. filed with the Treasurer of the State of New Jersey.

Section 1.3 “Community Association” shall mean and refer to the Greenbriar Woodlands Community Association, Inc., a New Jersey not-for-profit corporation, as merged with Greenbriar Woodlands Neighborhood Association No. I, Inc. and Leisure Oaks at Greenbriar Woodlands Neighborhood Association, Inc., formed to enforce the restrictions, covenants and conditions regarding the construction, use and occupancy of Living Units in the Development and to maintain, repair, own and replace and Common Property as provided in this Declaration and the Bylaws.

Section 1.4 “Community Association Dues” (also “Dues” or “Assessments”) shall mean and refer to all assessments assessed by the Community Association against the Owners.

Section 1.5 “Community Board” shall mean the Board of Directors of the Community Association and references in the Community Association Certificate of Incorporation, Community Association Bylaws or Rules and Regulations to any power, duty, right of approval or any other right of the Community Association.

Section 1.6 “Community Association Certificate of Incorporation” shall mean and refer to the Certificate of Incorporation of the Community Association filed with the State of New Jersey.

Section 1.7 “Club House” shall mean and refer to the club house constructed on the Property.

Section 1.8 “Common Expenses” shall mean and refer to all those expenses (including reserves) incurred or assessed by the Community Association, or its respective directors, officers, agents or employees, in the lawful performance of their respective duties or powers.

Section 1.9 “Common Property” shall mean and refer to all the real property, improvements and facilities of the Development owned and operated by the Community Association, including, but not by way of limitation, the Club House, the Golf Course and the Roadways, all of which real property has or shall be conveyed to the three (3) separate Associations under those three (3) separate deeds as follows: (i) deed from U.S. Home Corporation to the Community Association recorded on September 28, 1998 in Deed Book 5620, Page 0530; (ii) various deeds from Hampshire Hills Associates to Greenbriar No. I recorded on October 5, 1992 in Deed Book 5012, Page 215; Deed Book 5012, Page 205; Deed Book 5012, Page 177; Deed Book 5012, Page 196; Deed Book 5012, Page 187; and Deed Book 5012, Page 225; and (iii) deed from Leisure Technology, Inc. to Leisure Oaks recorded or to be recorded in the Ocean County Clerk’s Office. A plan showing the Common Property is attached hereto as Exhibit “A”.

Section 1.10 “County” shall mean and refer to Ocean County, New Jersey.

Section 1.11 “Declaration” shall mean and refer to the “Amended Merged Declaration of Covenants and Restrictions”, including the covenants, conditions, and restrictions and all other provisions herein set forth and as may be amended from time to-time.

Section 1.12 “Developer” shall mean and refer to Hampshire Hills Associates, a joint venture of USH (New Jersey), Inc. and Orange Blossom Capital Corp., its successors and assigns, provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth by Developer.

Section 1.13 “Development” shall mean and refer to approximately 403.23 acres of land with certain improvements as described on the preliminary plat entitled “Greenbriar at Toms River” Lots 6 and 38, Block 192A, Township of Toms River, Ocean County, Preliminary Plat: Development Details, prepared by Donald W. Smith Associate, P.A. dated December 12, 1985.

Section 1.14 “Development Plan” shall mean and refer to the Developer’s plan of development for 1, 188 units as shown on a plan entitled “Greenbriar at Toms River: Lots 6 and 38, Block 192A, Township of Toms River, Ocean County, Preliminary Plat: Development Details” prepared by Donald W. Smith Associates, P.A., dated December 12, 1985.

Section 1.15 “Federal Mortgage Agencies” shall mean and refer to those federal agencies who have or may come to have an interest in the Development, including, but not limited to, the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 1.16 “First Mortgage” shall mean and refer to an institutional Lender who holds the mortgage on a Lot and Home and who has notified the Association of its holdings.

Section 1.17 “Founding Documents” shall mean and refer to the Community Association Certificate of Incorporation, the Community Association Bylaws, and this Declaration as filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 1.18 “Golf Course” shall mean and refer to the golf course on the Development. The course shall include eighteen (18) holes.

Section 1.19 “Governing Documents” shall mean the Amended Merged Declaration of Covenants and Restrictions, the Amended By-Laws, Rules and Regulations and such other documents and exhibits referred to in this document, as such are amended from time to time.

Section 1.20 “Institutional Lender” shall mean and refer to any commercial or savings bank, mortgage banker, savings and loan association, trust company, insurance company, governmental agency, or other financial institution or pension fund, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such a lender, or any individual who loans money for a home purchase or any combination of the foregoing entitles.

Section 1.21 “Lease” shall mean and refer to any agreement for the leasing or rental of any Home within the Development, including any sublease.

Section 1.22 “Living Unit” shall mean and refer to any individual detached, single family residential dwelling unit, on a Lot, in the Development.

Section 1.23 “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the “Development” with the exception of Common Property as heretofore defined.

Section 1.24 “Member” shall mean and refer to a person or entity who is a record Owner of a Lot and Living Unit subject to the Declaration, including contract Sellers, but excluding persons or entities who hold an interest, merely as security for the performance of an obligation.

Section 1.25 “Merger” shall mean and refer to the merger of Greenbriar Woodlands Neighborhood No. 1 Association, Inc., Leisure Oaks at Greenbriar Woodlands Neighborhood Association, Inc. (commonly known as “Leisure Oaks”) and Greenbriar Woodlands Community Association, Inc. into Greenbriar Woodlands Community Association, Inc.

Section 1.26 “Owner” (also “Lot Owner” or “Living Unit Owner”) shall mean and refer to those persons or entities in whom record title to any Lot is vested as shown in the records of the Ocean County Clerk, including contract vendors. However, notwithstanding any applicable theory or mortgage, it shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to any such Lot pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure. The term “Owner” shall not refer to any lessee or tenant of an Owner.

Section 1.27 “Permitted First Mortgage” shall mean and refer to any first mortgage lien encumbering a Home held by a bank, mortgage banker, trust company, insurance company, savings and loan association, trust company, Governmental agency, or other Institutional Lender or which is a purchase money mortgage by the seller of a Home.

Section 1.28 “Property” shall mean and refer to all those lands and all those improvements now or hereafter constructed in, upon, over or through such lands located in the Township of Toms River, Ocean

County consisting of approximately 403.23 acres, as same has been submitted to or included within the Development under any Declaration or Supplement, as well as all additions or conveyances thereto, which have been filed in connection with any of the three (3) separate Associations. The Property consists of essentially the entire outbounds of those premises which are shown on the attached Exhibit "A".

Section 1.29 "Roadways" shall mean and refer to all roads existing within the Development, and same are included in the Common Property.

Section 1.30 "Rules and Regulations" shall mean and refer to the rules and regulations duly adopted by the Community Association with all future amendments and supplements thereto.

Section 1.31 "Township" shall mean and refer to the Toms River Township in Ocean County, New Jersey.

## ARTICLE II – MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Lot Owner shall be a member of the Association, subject to the provisions of these By-Laws and any Rules and Regulations promulgated by the Board. Membership in the Association shall lapse and terminate when any Member shall cease to be the record owner of a Lot.

Section 2. Voting Rights. There shall be 1,250 votes in the Association. Each Lot Owner of record shall be entitled to one (1) vote of equal weight for each Lot owned. Votes by Unit Owners in good standing shall be cast in person or by proxy as otherwise provided herein. Anything to the contrary herein notwithstanding, it is understood that in the event that the number of Lots ultimately established upon the Property is more or less than 1,250, the number of votes in the Association shall be equal to the number of Lots established.

Section 3. Interest in the Common Property. Each Lot Owner shall have a membership interest in the Association and an ownership interest in and to the Common Property equal to and in proportion with the number of votes which he holds pursuant to Article II, Section 2 hereof. Such interest shall be appurtenant to and indivisible from ownership of his Lot. Each Lot Owner who is entitled to membership in the Association pursuant to these By-Laws shall be privileged to use and enjoy the Common Property subject to the right of the Association to promulgate Rules and Regulations governing such use and enjoyment, and subject further to the provisions of Section 4 of this Article.

Section 4. Suspension of Rights. The membership rights of any Lot Owner (including, but not limited to the right to vote) may be suspended by action of the Board during the period when such Lot Owner's assessments remain unpaid; but upon payment of such assessments (whether by check or cash), his rights and privileges shall be automatically restored. The Board has adopted and published Rules and Regulations governing the use of the Common Property and the personal conduct of persons thereon, and the Board may, in its discretion, suspend the rights and privileges of any such person for violation of any such Rules and Regulations for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time

as the violation is abated. No such action shall be taken by the Board until the Lot Owner is afforded an opportunity for a hearing consistent with the principles of due process of law.

Section 5. Proxies and Absentee Ballots. Proxy, absentee and electronic ballots, e-mail and fax shall be permitted with respect to all elections of directors and all amendments to the Articles of Incorporation, the Declaration, these By-Laws, or any other matter to come before a meeting of the membership of the Association. E-mail ballots require the inclusion of the name and house address of individual casting the ballot. All proxies and absentee ballots shall be in writing, signed by the individual member (or in the case of joint owners, by any one of them), or by his or their duly authorized representative(s), and delivered to the Secretary of the Association, or such other person as the President may designate, at least 24 hours prior to the commencement of the meeting at which ballots are to be cast. Proxies may be revoked at any time prior to the opening of the polls and no proxy shall be voted on after eleven (11) months from the date of its execution unless the proxy provides for a longer period which, in no event, can exceed three (3) years from the date of its execution. All proxies and absentee ballots shall be substantially in the form prescribed by the Board, and if not in such form, shall be deemed invalid which determination shall be made in the sole and absolute discretion of the Board.

#### ARTICLE III – MEETINGS OF MEMBERS

Section 1. Place of Meetings. All meetings of the Members of the Association shall be held at its principal office or at such other place convenient to the Members as may be designated by the Board.

Section 2. Annual Meetings. All regular annual meetings of the Members of the Association shall be held during the same month of each year succeeding the first annual meeting on a date designated by the Board from year to year. At each annual meeting, the election of Directors shall take place. If the election of Directors shall not be held at the annual meeting or at any adjournment of such meeting, the Board shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting, the Members may elect Directors and transact other business with the same force and effect as at an annual meeting duly called and held. All proxies and absentee ballots validly received for the originally scheduled meeting shall remain in full force and effect for a such adjourned meeting or special meeting, and new proxies or absentee ballots may be received for any such subsequent meeting.

Section 3. Special Meetings. After the first annual or special meeting, special meetings of Members shall be called by the President when required by Article IV, Section 2 of these By-Laws, or may be called by the President whenever he deems such a meeting advisable or shall be called by the Secretary when so ordered by the Board or upon the written request of Members representing not less than twenty-five (25%) percent of all the votes entitled to be cast at such meeting. Such request shall state the purposes of such meeting and the matter proposed to be acted upon. Unless members representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Members held

during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board.

Section 4. Notice of Meeting. Except as otherwise provided by law, notice of each meeting of the Members, whether annual or special, shall be given not less than ten (10) days, nor more than ninety (90) days before the day on which the meeting is to be held, to each Member at his last known address. Except where expressly required by law, no publication of any notice of a meeting of Members shall be required. Every such notice shall state the time and place of the meeting and shall state briefly the purpose(s) thereof. Notice of any meeting of Members shall not be required to be given to any Members who shall attend such meeting in person or by proxy. Notice of any adjourned meeting of the Members shall not be required to be given except when otherwise expressly required by law.

Section 5. Quorum. At each meeting of the Association, Members in good standing holding twenty-five (25%) percent of the total authorized votes (eg. 1250 units equals 313 living units representing 25% of authorized votes), present in person or by proxy, shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the persons holding votes present in person or by proxy and entitled to vote, by majority vote, may adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Organization. At each meeting of the Association, the President, or, in his absence, the Vice President, or in the absence of both of them, any other officer, or director, in that order, shall act as the chairperson. In the absence of the above directors to chair, the meeting will be adjourned.

Section 7. Voting. Except as otherwise required by the Articles of Incorporation, the Declaration or any law, a quorum being present, a majority of votes in person or by proxy shall be sufficient on those matters which are to be voted on by the Members. The election of Directors shall be by ballot. Unless determined by a majority of the votes of the members present in person or by proxy at such meeting and entitled to vote thereat or determined by the chairperson of the meeting to be advisable, the vote on any other questions need not be by ballot. Only Members who are in good standing in the Association shall be entitled to vote.

Section 8. A Member in Good Standing. A Member shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all installments due for assessments made or levied against him and his Lot by the Directors as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any properly chargeable to him and to his Lot, at least three (3) days prior to the date fixed for such meeting.

Section 9. Judges. If at any meeting of the Members a vote by ballot shall be taken on any question, the chairperson of such meeting shall appoint three judges to act thereat with respect to such vote. Each judge so appointed shall first subscribe an oath faithfully to execute the duties of a judge at such meeting with strict impartiality and according to the best of his ability. Such judges shall decide upon the qualifications of voters and shall report the number of votes represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and when the voting is completed, shall ascertain and report the number of votes respectively for and against the question; but, as to the election of Directors, the number of votes received by each candidate need not be reported. Reports of judges shall be in writing and subscribed and delivered by them to the Manager or Secretary of the meeting. The judges shall be members of the Association in good standing, and any officer of the Association may be a judge on any question other than a vote for or against his election to any position with the Association or any other question in which he may be directly interested.

Section 10. Conduct of the Meeting. The order of business at the annual meeting of the Members or at any special meetings as far as practicable shall be:

- (a) Proof of notice of meeting and waiver of notice.
- (b) Reading and disposal of any unapproved minutes.
- (c) Appointment of judges of election, if appropriate.
- (d) Election of Directors, if appropriate.
- (e) Receiving reports of officers.
- (f) Receiving reports of committees.
- (g) Old business.
- (h) New business.
- (i) Members' comments.
- (j) Adjournment.

#### ARTICLE IV – BOARD OF DIRECTORS

Section 1. Express and Implied Powers and Duties. The property, affairs and business of the Association shall be managed by the Board of Directors, which shall have all those powers granted to it by the Articles of Incorporation, the Declarations, these By-Laws, and by law.

Subject to the Declaration or other instruments of creation, the Association may do all that it is legally entitled to do under the laws applicable to its form of organization. The Association shall discharge its powers in a manner that protects and furthers the health, safety, and general welfare of the Members of the Association. The Association shall provide a fair and efficient procedure for the resolution of disputes between individual Lot Owners and the Association, and between different Lot Owners, that shall be readily available as an alternative to litigation. Alternate dispute resolution procedures are available at the Manager's Office.

Section 2. Number and Qualifications; Term of Office.

- (a) The affairs of the Association shall be governed by the Board of Directors.
- (b) Directors shall be Lot Owners. In the case of partnership owners, Directors shall be members, agents or employees of such partnership or of the partners thereof; or, in the case of corporate owners, Directors shall be officers, stockholders, employees or agents of such corporation; or, fiduciary owners, officers or employees of such fiduciaries: provided, however, all Directors of the Board shall be a resident of the State of New Jersey.
- (c) These By-Laws provide for staggering the director's terms of office by dividing the seven members of the Board into two groups. One group will have four directors and the second group three directors. The term of office of the directors in each group will expire after two years in office. Four vacancies occur in one year while the other three occur the following year. Consequently at each annual meeting thereafter the election of Directors is staggered.
- (d) Each Director shall be allowed to continue to serve on the Board, without any limitation on the maximum number of terms the Director can serve, provided that the Director is re-elected every two (2) years.

Section 3. Removal of Members of the Board. At any duly held regular or special meeting of the Members, any one or more Directors may be removed with or without cause by a majority of the votes present and a successor may then thereafter be elected to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board caused by any reasons other than the removal of a Director by a vote of the Members of the Association shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, a quorum being present. Each person so elected shall be a Director for the remainder of the term of the Director whose term he is filling and until his successor shall be elected. In the event of a vacancy, the Board shall inform owners of such vacancy and invite interested persons to submit their resumes for the vacant position.

Section 5. Meeting of the Board; Notices; Waiver of Notice. Regular meeting of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of the regular meetings of the Board shall be given to each Director by telephone, mail, messenger, or electronic means at least seven (7) business days prior to the day of the meeting. The Board of Trustees will be governed by N.J.S.A. 45:22 A-46 which now states: "The Board of Trustees may exclude or restrict attendance at those portions of a meeting during which they will discuss, (1) any matter the disclosure of which would constitute an unwarranted invasion of an individual privacy, (2) any pending

or anticipated litigation or contract negotiation, (3) any matter falling within the attorney client privilege, (4) any matter involving the employment, promotion, discipline or dismissal of a specific officer or employee of the Association. It should be noted that the participation of the unit owner at any Board Meeting is subject to the discretion of the Board of Trustees.

Section 6. Quorum and Adjourned Meetings. At all meetings of the Board a majority of the Directors shall constitute a quorum, for the transaction of business and the votes of a majority of the Directors 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 business may be discussed but no valid votes taken.

Section 7. Joinder in Meetings by Approval of Minutes. The transaction of any business at any meeting of the Board however called and noticed or wherever held, shall be valid as though a meeting duly held after regular call and notice, if a quorum is present; and if, either before or after the meeting, each Director signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof or of the resolution or act adopted at such meeting. All such waivers, consents or approval, shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though subsequent thereto.

Section 8. Non-Waiver. All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or rights hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

Section 9. Consent in Lieu of Meeting and Vote. Anything to the contrary in these By-Laws, the Articles of Incorporation or the Declaration notwithstanding, the entire Board shall, a quorum being present, in person, electronically or telephonic means have the power to take action on any matter on which it is authorized to act, without the necessity of a formal meeting and vote if all of the Directors shall consent in writing or by electronic means to such action.

#### ARTICLE V – POWERS AND DUTIES OF BOARD OF DIRECTORS

Section 1. General Powers and Privileges. The Board shall have all those powers, granted to it or necessarily implied by law or by the Articles of Incorporation, these By-Laws or the Declaration, including but not limited to the following:

- (a) Employ, by contract or otherwise, a manager, managing agent or an independent contractor, to oversee, supervise and follow out the responsibilities of the Board. Said manager or said independent contractor shall be compensated upon such terms as the Board deems necessary and proper; and
- (b) Employ any person, firm or corporation to repair, maintain or renovate

the Common Property and Lots, lay pipes or culverts; to bury utilities; to put up lights or poles; to erect signs and traffic and safety controls of various sorts on said Property; and

- (c) Employ professional counsel and to obtain advice from persons, firms or corporations such as, but not limited to, landscape architects, architects, engineers, lawyers and accountants; and
- (d) Employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or master antenna television; and
- (e) Employ all managerial personnel necessary, or enter into a managerial contract for the efficient discharge of the duties of the Board hereunder; and
- (f) Adopt, amend, and publish Rules and Regulations covering the details of the operation and use of the Property including, but not limited to pet controls; and
- (g) Secure full performance by members of all items of maintenance for which they are responsible; and
- (h) Provide that the Gatehouse for the Development will be manned on a twenty-four (24) hour basis.
- (i) Enforce obligations of the Members and do anything and everything else necessary and proper for the sound management of the Property, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Declaration, these By-Laws and any Rules and Regulations governing the Property or Members. The Board shall also have the power to levy fines against any Member(s) for violations of any of the foregoing. Collection of fines may be enforced against any Member(s) involved as if the fine were a Common Expense owed by the particular Member(s) and such fines shall constitute a lien upon the particular Member's Lot. Before any fine is imposed by the Board, the Member accused shall have been given notice and afforded an opportunity to be heard with respect to the alleged violation in a manner consistent with the principles of due process of law; and
- (j) Borrow and repay monies giving notes, mortgages or other security upon such term or terms as it deems necessary; and
- (k) Invest and reinvest monies, sue and be sued; collect interest, dividends, and capital gains; exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all proper affidavits for various purposes; compromise any action without leave of court; and all other powers contained herein, and those necessary and incidental thereto; and

- (l) Grant and obtain easements, licenses and other property rights with respect to contiguous lands; and
- (m) Purchase or lease or otherwise acquire in the name of the Association or its designees, corporate or otherwise, on behalf of all Members, Lots offered for sale or lease or surrendered by their Owners to the Board; and
- (n) Purchase Lots at foreclosure or other judicial sales in the name of the Association or its designees, corporate or otherwise, on behalf of all Members; and
- (o) Sell, lease, mortgage (but not vote the votes appurtenant thereto) or otherwise deal with Lots acquired by the Association, and sublease any such Lots leased by the Association or its designees, on behalf of all Members; and
- (p) Bring and defend actions by or against one or more Lot Owners pertinent to the health, safety or general welfare of the Members, or any other legal action to which the Lot Owners may consent in accordance with these By-Laws; and
- (q) Appoint an Insurance Director, who shall not be a member of the Association, an employee of the Developer, or the manager, who shall discharge his duties in accordance with these By-Laws. In the absence of such an appointment, the Board shall be responsible for the disposition of all insurance proceeds; and
- (r) Create, appoint members to or remove and disband such committees as shall from time to time be deemed appropriate or necessary to aid the Board in the discharge of its duties, functions and powers.

Section 2. Duties and Responsibilities. It shall be the affirmative and perpetual obligation and duty of the Board to perform the following:

- (a) Cause the Common Property, the Club House, recreational facilities, Lot Owners' lawn areas (but not including any plantings placed by an Owner on any Lot) and privacy fences, if any, erected by Builder to be maintained according to reasonable standards adopted by the Board and as set forth in the Declaration, and these By-Laws, including, but not limited to such maintenance, painting, replacement and repair work as may be necessary, lawn maintenance (including only mowing, trimming and edging of Lot Owners' lawns and not including fertilization, weed control or irrigation), clearing of snow from roadways, walkways, driveways and service walks as deemed appropriate by the Board, maintenance of detention basin and similar water drainage systems; and
- (b) To investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, in order to properly

- maintain and operate the Property as contemplated by the Declaration and these By-Laws. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Association; and
- (c) Cause to be kept a complete record of all its acts and corporate affairs and to present a summary report thereof to the Members at the annual meeting or at any special meeting when requested in writing at least twenty-one (21) days in advance by members entitled to cast at least twenty-five (25%) percent of the total votes of the Association; and
  - (d) Make repairs, additions, improvements to, or restoration of the Property in accordance with the provisions of these By-Laws and the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and
  - (e) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises maintained by the Association placed thereon by any federal, state, county or municipal authority having jurisdiction thereover, and order of the Board of Fire Underwriters or other similar bodies; and
  - (f) Place and keep in force all insurance coverages required to be maintained by the Association, applicable to its property and Members including, but not limited to:
    - (i) Physical Damage Insurance. To the extent obtainable, broad form insurance against loss by fire and against loss by lightning, windstorm and other risks normally included within all risk extended coverage, including vandalism and malicious mischief, insuring all improvements existing on the Common Property; together with all service machinery appurtenant thereto, and covering the interest of the Association, the Board, and all Members and Institutional Lenders as their respective interests may appear, in an amount equal to the full replacement value of such improvements (exclusive of foundations and footings), without deduction for depreciation. Each policy shall contain a standard mortgagee clause in favor of each institutional Lender, which shall provide that the loss, if any, thereunder, shall be payable to each Institutional Lender as it's interest may appear. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain an appraisal of the full replacement value of the improvements upon the Common Property, without deduction for depreciation, for the purposes of determining

the amount of fire insurance to be effected pursuant to this subparagraph.

- (ii) Public Liability Insurance. To the extent obtainable, public liability insurance for personal injury and death from accidents occurring within the Common Property, (and any other areas which the Board may deem advisable), and for the defense of any actions brought by injury or death of a person or damage to property, occurring within such areas, and not arising by reason of any act or negligence of any individual Member. Said insurance shall be in such limits as the Board may, from time to time, determine, covering each Member of the Board, the managing agent, the manager, and each Member, and shall also cover cross liability claims of one insured against another. Such public liability insurance shall be in amounts of not less than \$1,000,000 per occurrence for claims of bodily injury or for property damage. The Board shall review such limits once a year.
- (iii) Directors and Officers Liability Insurance. To the extent obtainable, liability insurance indemnifying the Directors and Officers of the Association against the liability for errors and omissions occurring in connection with the performance of their duties, with policy limits and deductible amounts to be determined in the sole discretion of the Board, however, in no event may the aggregate amount of the insurance be less than a sum equal to three (3) months aggregate common expense assessments on all Lots or one-hundred and fifty (150%) percent of the estimated annual operating expenses of the Association, whichever is greater.
- (iv) Fidelity Bonds. To the extent obtainable, the Association shall maintain adequate fidelity coverage against dishonest acts by its officers, directors, trustees and employees, and all others who are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements:
  - (a) all shall name the Association as an obligee:
  - (b) all shall be written in an amount based upon the business judgment of Association and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of Association or management agent as the case may

be, at any given time during the term of each bond.

However, in no event may the aggregate amount of such bonds be less than a sum equal to one hundred (100%) percent of the estimated annual operating expenses of the Association.

- (c) all shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definitions of “employee” or similar expression.
- (d) all shall provide that they may not be canceled or substantially modified without at least ten (10) days prior written notice.
- (v) Worker Compensation Insurance. Workers compensation and New Jersey disability benefits insurance as required by law.
- (vi) Other Insurance. Such other insurance as the Board may determine.

To the extent obtainable, all policies shall: (i) provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board; (ii) to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured; (iii) provide that such policies may not be canceled without at least thirty (30) days prior written notice to all of the named insured, including all Lot Owners and Institutional Lenders, (iv) insurance coverage obtained and maintained may not be brought into contribution with insurance purchased by their mortgages; (v) coverage must not be prejudiced by (a) any act or neglect of the Lot Owners when such act or neglect is within the control of the Association or (b) any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control; (vi) coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insured; and (vii) all policies must contain a waiver of subrogation by the insurer as to any and all claims against the Association, the owner of any Lot and/or their respective agents, employees or tenants, and of any defenses based on co-insurance or on invalidity arising from the acts; (viii) all policies of property insurance must provide that, despite any provisions

giving the carrier (insurer) the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association (or any Insurance Director); (ix) all insurance policies maintained by the Association shall be for the benefit of the Association and the Lot Owners, and their mortgagees, as their respective interest may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association. The Association, as Trustee of such funds, shall hold such proceeds for the benefit of the Association, the Lot Owners and their respective mortgagees in accordance with the provision of the terms of the Declaration.

Any insurance maintained by the Board may provide for such deductible amount as the Board may determine to be in the best interest of the Association and the Members.

The premiums for all insurance and fidelity bonds carried by the Association shall be a Common Expense.

- (g) To manage the fiscal affairs of the Association as hereinafter provided in Article VI.
- (h) The Association shall provide for the maintenance, repair, operation and monitoring of the security and fire alarm system (“System”) in the Clubhouse and maintenance building.

#### ARTICLE VI – FISCAL MANAGEMENT

Section 1. Common Receipts. The Board shall have the duty to collect from each member, his, her, or their heirs, administrators, successors and assigns, as “Common Receipts”, the proportionate part of the Common Expenses assessed against such member as provided in the Declaration, the Articles of Incorporation, these By-Laws, and in accordance with applicable law.

Section 2. Determination of Common Expenses. The amount of monies for Common Expenses deemed necessary by the Board and the manner of expenditure thereof, including but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board.

Section 3. Disbursements. The Board shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by the Declaration, Articles of Incorporation, and applicable law.

Section 4. Depositories. The depository of the Association shall be such a bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Board, provided that a management agreement may include among its provisions

authority for the manager to sign checks on behalf of the Association for payment of the obligations of the Association, if the proper fidelity bond is furnished to the Association.

Section 5. Accounts. The receipts and expenditures of the Association shall be Common Charges and Common Expenses respectively, and shall be credited and charged to accounts under the following classifications, as the Board shall deem appropriate:

- (a) Current expenses, which shall include all expenditures within the year for which the budget is made, including reasonable allowances for contingencies. Current expenses shall not include expenditures chargeable to reserves, or to additional improvements, or to deferred maintenance. At the end of each year, the unexpended amount remaining in this account shall be applied to reduce the assessments for current expenses for the succeeding year applied to deferred maintenance, replacement reserve or may be distributed to the Membership as the Board shall determine.
- (b) Reserves for deferred maintenance, which shall include for maintenance items that occur less frequently than annually.
- (c) Reserves for replacement, which shall include funds for repair or replacement of the Common Property and those portions of the improvements located on the Property which the Association is obligated to maintain or repair, which is required because of damage, depreciation or obsolescence; the amounts in this account shall be allocated among each of the separate categories of replacement items.
- (d) Reserves for capital improvements, which shall include funds to be used for capital expenditures or for the acquisition of additional personal property that will be part of the Common Property.
- (e) Operations, which shall include all funds from the use of the Common Property or from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account. At the end of each year, any unexpended amount remaining in this account shall be applied to reduce the assessments for current expenses for the succeeding year or may be distributed to the Membership, to the extent that the Board shall determine and shall be allocated in the same manner that Common Charges are assessed. Losses from the operations or otherwise shall be met by levying special assessments against the Members, which assessments may be made in advance in order to provide a working fund.

The Board shall not be required to physically segregate the funds held in the above accounts but, may, in its sole discretion, maintain the funds in one or more consolidated accounts. As to each consolidated account, the division into the various shares or accounts set forth above need be made only on the Association's records.

Section 6. Reserves. The Board shall not be obligated to expend all of the revenues collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements, emergencies, contingencies of bad weather or uncollected accounts. Notwithstanding anything herein to the contrary, the Board in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify that portion of the Common Expenses which is to be assessed against the Members as a capital contribution and is allocable to reserves for capital improvements of and to said Property. The amounts assessed and collected for the reserves shall be kept in one or more interest-bearing savings accounts or certificates of deposit (CDs), and other investments which are sponsored or guaranteed by the United States Federal Government, and/or separate investment grade securities ("Securities"). Notwithstanding anything else herein to the contrary, up to 35% of the Association's funds set aside as reserves may be held as and/or in Securities. The amounts assessed and collected for the reserves shall not be utilized for any purpose other than that which was contemplated at the time of assessment. The forgoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of its functions.

Section 7. Notice. The Board shall give notice to each Member, in writing, and to any Institutional Lender who requires same, of the amount estimated by the Board for Common Expenses for the management and operation of the Association for the next ensuing period. In the event the annual Common Expense assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, provided that nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency which cannot be met by reserve funds earmarked for such contingency.

Section 8. Acceleration of Assessment Installment Upon Default. If a Lot Owner shall be in default in the payment of an installment upon a Common Expense assessment, the Board may accelerate the remaining installments of the assessment and file a lien for such accelerated amount upon notice to the Lot Owner, and if the delinquent installment has not been heretofore paid, the then unpaid balance of the Common Expense assessment shall become due upon the date stated in the notice, which date shall not be less than five (5) days after delivery of the notice to Member, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. If such notice is given and default shall continue for a period of thirty (30) days then the Board may, at the Board's sole discretion (i) accelerate the remaining installments of the assessment, and (ii) file a lien for such accelerated assessment

as permitted by law and (iii) notify any Institutional Lender holding a mortgage which encumbers the Lot affected by such default if such mortgagee has requested such notice from the Association in writing or publish appropriate notice of such delinquency to the membership of the Association. If said default continues for a period of ninety (90) days then the Board may, in the Board's discretion foreclose the foregoing lien pursuant to law and/or commence a suit against the appropriate parties to collect said assessment.

Section 9. Interest and Counsel Fees. The Association at its option shall have the right in connection with the collection of any Common Expense or any assessment, late fee, interest, fine and/or other charge levied as set forth herein, to impose a late fee of any reasonable amount and/or interest not to exceed the maximum rate permitted by law, if payment is made after the set due date. The Association shall be entitled to an award of any and all reasonable attorney fees and costs incurred by it as a result of any delinquency and/or unpaid common expense or any assessments, late fees, interest, fines and/or any other charge levied as set forth herein. Any late fees, interest and/or attorneys' fees incurred shall be deemed, common expense assessments, recoverable and/or due in kind.

Section 9.1 In case of any action or proceeding brought or defended by the Association, whether via action, dispute or proceeding filed in court, or otherwise, the Association shall be entitled to an award of its reasonable costs and expenses connected with said action, dispute and/or proceeding, including reasonable attorney's fees and/or costs. Any late fees, interest and/or attorneys' fees incurred shall be deemed, common expense assessments, recoverable and/or due in kind.

Section 9.2 Money judgments recovered by the Association in any action or proceeding brought hereunder, including costs, penalties or damages shall be deemed a special fund to be applied to (1) the payment of unpaid litigation expenses; (2) refunding to the Lot Owners the cost and expenses of litigation advanced by them; (3) Association Dues, if the recovery thereof was the purpose of the litigation; (4) repair or reconstruction of the Common Property if recovery of damages to same was the motivation for the litigation; and (5) any amount not applied to (1), (2), (3) and (4) above shall be at the discretion of the Board be treated either as (i) a common surplus which shall be allocated and distributed pursuant to the Declaration or (ii) a set off against the Association Dues.

Section 9.3 All Association Dues received and to be received by the Board, for the purpose of paying any judgment obtained against the Association or the Board and the right to receive such funds, shall constitute trust funds and the same shall be expended first for such purpose before expending any part of the same for any other purpose.

Section 9.4 In the event that a Lot Owner succeeds in obtaining a judgment or order against the Association or the Board, then in addition to any other sums to which such Owner would otherwise be entitled by such judgment or order, he shall also be entitled to the restitution or recovery of any sums paid to the Board as Association Dues for litigation expenses in relation to said action or proceedings.

Section 10. Power of Attorney to Institutional Lender. In the event the Board shall not cause the enforcement procedures provided in Section 9 above to be implemented within the time provided, any Institutional Lender for any Lot as to which there shall be such unpaid Common Expense assessments is hereby irrevocably granted a power of attorney to commence such actions and to invoke such other remedies, all in the name of the Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

Section 11. Annual Audit. The Board shall submit the books, records, and memoranda of the Association to an annual audit by an independent or certified public accountant who shall audit the same and render a report thereon in writing to the Board and in summary form to the Members and such Institutional Lenders or other persons, firms or corporations as may be entitled to same.

Section 12. Examination of Books. Each Member shall be permitted to examine the books of account of the Board at a reasonable time on business days; provided, however, that the Treasurer has been given at least ten (10) days prior written notice of the Member's desire to make such an examination. Documents are not permitted to leave the Clubhouse.

#### ARTICLE VII – OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, both of whom shall be Members of the Board, a Secretary and a Treasurer. The Board may also appoint such other Assistant Treasurers and Assistant Secretaries as in their judgment may be necessary. Any two (2) offices, except that of President and Vice President, may be held by one (1) person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board at the first Board of Directors meeting following each annual meeting and such officers shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of two-thirds (2/3) majority of the Directors, any officer may be removed, with or without cause, after opportunity for a hearing, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other Director to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Association; the Secretary shall have charge of such books and papers as the Board may direct; and have all the general powers and duties that are usually vested in the office of Secretary of the Association.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be authorized by the Board.

Section 8. Other Duties and Powers. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

Section 9. Eligibility of Directors. Nothing herein contained shall prohibit a Director from being an officer.

ARTICLE VIII – COMPENSATION, INDEMNIFICATION AND  
EXCULPABILITY OF OFFICERS, TRUSTEES AND  
COMMITTEE MEMBERS

Section 1. Compensation. No compensation shall be paid to the President or the Vice President or any Director or Committee Member for acting as such Officer or Director. The Secretary and/or Treasurer may be compensated for their services if the Board determines that such compensation is appropriate. Nothing herein stated shall prevent any Officer, Director or Committee Member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association, provided, however that any such expenses incurred or services rendered shall have been authorized in advance by the Board.

Section 2. Indemnification. Each Director, Officer or Committee Member of the Association, shall be indemnified by the Association against the actual amount of net loss, including counsel fees, reasonably incurred or imposed upon him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Director, Officer or Committee Member of the Association, or delegee, except as to matters as to which he shall be ultimately found in such action to be liable for gross negligence or willful misconduct. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

Section 3. Exculpability. Unless acting in bad faith neither the Board as a body, nor any Director, Officer or Committee Member of the Association, shall be personally liable to any Member in any respect for any action or lack of action arising out of the execution of his office. Each Lot Owner shall be

bound by the good faith actions of the Board, Officers and Committee Members of the Association, in the execution of the duties of said Directors, Officers and Committee Members. Nothing contained herein to the contrary shall serve to exculpate members of the Board of Directors appointed by the Developer from their fiduciary responsibilities.

#### ARTICLE IX – COVENANTS COMMITTEE

Section 1. Purpose. The Board shall establish a Covenants Committee, consisting of at least five (5) members appointed by the Board, within two weeks following the annual meeting. Committee members' terms are to be determined by the Board, in order to assure that the Property shall always be maintained in a manner:

- (1) providing for visual harmony and soundness of repair;
- (2) avoiding activities deleterious to the aesthetic or property values of the Property;
- (3) furthering the comfort of the Lot Owners, their guests, invitees and lessees; and
- (4) promoting the general welfare and safety of the community.

A member of the Board may also serve on the committee.

Section 2. Powers. The Covenants Committee shall regulate the external desire, appearance, use and maintenance of the Property in accordance with standards and guidelines contained in the Declaration or By-Laws or otherwise adopted by the Board. The Covenants Committee shall have the power to issue a cease and desist request to a Lot Owner, his guests, invitees or lessees whose actions are inconsistent with the provisions of the Declaration, the By-Laws, the Rules and Regulations or resolutions of the Board (upon petition of any Lot Owner or upon its own motion). The Covenants Committee shall from time to time, as required, and if necessary, with the advice of legal counsel, provide interpretations of the Declaration, Articles of Incorporation and By-Laws, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested do to so by a Lot Owner or the Board. Any action, ruling or decision of the Covenants Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and a vote of a majority of the full authorized membership of the Board may modify or reverse any such action, ruling or decision.

No Owner may make any structural additions, alterations or improvements in or to the Living Unit without the prior written approval of the Covenants Committee or impair any easement without the prior written consent of the Covenants Committee subject to a right of appeal to the Board. No such approvals may be granted without properly completed application having first been made to the Covenants Committee.

The Covenants Committee shall have the obligation to act upon any written application received by it from an Owner for approval of a proposed structural addition, alteration or improvement in such Owner's Living Unit within sixty (60) days after receipt of such application in properly completed form. If the Owner of the Living Unit involved has not received notice of the Covenants Committee's decision within

thirty (30) days of the date on which he delivered the properly completed application pursuant hereto, he may notify the Covenants Committee of that fact within forty five (45) days of the date on which he so delivered such completed application and, if such second notice is given, the Covenants Committee's approval shall be deemed to have been granted unless notice to the contrary is given to the Owner of the property involved within sixty (60) days of the date on which the original completed application was so delivered. If no such second notice is given to the Covenants Committee and no action is taken within the sixty (60) day period after the completed application is received, the application shall be deemed automatically denied. However, such denial shall not prohibit resubmission to the Covenants Committee or appeal to the Board.

The Owner of the Living Unit involved may, within thirty (30) days of the date on which he is given notice of a decision of the Covenants Committee denying a requested approval, give notice to the Board of Directors that he wishes the request be submitted for decision to the Board. Thereupon, unless the request has already been submitted for decision to the Board pursuant to the provisions hereof (in which event the Board shall so notify the Owner), the Board shall submit such request to a decision by a majority of the entire membership of the Board and shall promptly notify the Owner thereof. If the Owner of the Living Unit involved has not received notice of the Board's decision within twenty (20) days of the date on which he gave notice to the Board, pursuant to this subparagraph he may notify the Association of that fact within twenty five (25) days of the date on which he gave such notice to the Board and, if such second notice is received by the Board within such twenty five (25) days period, the request shall be deemed to have been granted unless notice to the contrary is given to the Owner of the Living Unit involved within forty five (45) days of the date on which the original notice was received by the Board, the application shall be deemed automatically denied.

The decision of any member of the Board on any request for approval submitted to him for decision shall be evidenced by a writing signed by such member.

Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Home must be approved by the Covenants Committee and, if approved, shall be executed by the Chairperson of the Covenants Committee or his delegee and may then be submitted by the Owner. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor, or material man on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Owner(s) shall furnish the Board with copy of any such permit which he has procured.

Section 3. Authority. The Covenants Committee shall have such additional duties, power and authority as the Board may from time to time provide by resolution including the right to impose fines pursuant to Section 1 of Article V hereof. The Board may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis by vote of a majority of its full

authorized membership thereof. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolutions of the Board. Notwithstanding the foregoing, no action may be taken by the Covenants Committee without giving the Lot Owner(s) involved at least ten (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

#### ARTICLE X – OTHER COMMITTEES

Section 1. The other standing Committees of the Association shall be: The Recreation Committee; the Publicity Committee; and the Audit Committee. Unless otherwise provided herein, each of the foregoing committees shall consist of at least five (5) members and shall include a member of the Board. The committees shall be appointed by the new Board within two weeks following the annual meeting. The appointee(s) will serve until the close of the next annual meeting. The Board may appoint such other committees as it deems desirable.

Section 2. The Recreation Committee shall advise the Board on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion determines.

Section 3. The Publicity Committee, eg. Pine Cone Press, Channel 22, Information Alley and Website, shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board, make such public releases and announcements as are in the best interests of the Association.

Section 4. The Audit Committee shall supervise the annual audit of the Association's books. The Treasurer shall be an ex-officio member of the Committee.

Section 5. Each of the foregoing committees shall have power to appoint a subcommittee from among its members and may delegate to any such subcommittee any of its powers, duties and functions.

Section 6. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officers of the Association as is further concerned with the matter presented.

#### ARTICLE XI – FISCAL YEAR

The Fiscal year of the Association shall be on a calendar year basis, or upon such basis as the Board shall deem advisable.

#### ARTICLE XII – CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Greenbriar Woodlands Community Association, Inc."

ARTICLE XIII – ADDITIONS, ALTERATIONS OR  
IMPROVEMENTS BY THE ASSOCIATION

Whenever, in the judgment of the Board, the Common Property requires improvements costing in excess of ten thousand (\$10,000) dollars, said improvements shall not be made unless they have been approved by at least 51% of the votes at a meeting of the Association at which a quorum (i.e. 313 votes) is present in person, by proxy, by written ballot or by electronic means. In the event of any emergency, the Board, at its sole discretion, may expend sums in excess of ten thousand (\$10,000) dollars to protect the property.

ARTICLE XIV – MISCELLANEOUS

Section 1. Notices. All notices hereunder to the Association shall be in writing and forwarded to it at its principal office by certified mail, return receipt requested.

Section 2. Invalidity. The invalidity of any part of the By-Laws shall not impair or affect in any manner the enforceability or affect the balance of the By-Laws.

Section 3. Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XV – AMENDMENTS

These By-Laws, or any of them may be altered or repealed, or new By-Laws may be made, at any meeting of the Association duly constituted for such purpose, and previous to which written notice to Members of the exact language of the amendment or of the repeal shall have been sent, a quorum of 313 votes of members in good standing being present, by an affirmative vote of fifty one (51%) percent of the votes entitled to be cast in person or by proxy, except that: the obligation or the proportionate responsibility for the payment of Common Expenses with respect to Lots or the Common Property or the exemption therefrom may not be changed by reason of any such amendment or repeal.

ARTICLE XVI – ENFORCEMENT

The Association shall have the power, at its sole option, to enforce the terms of this instrument or any rules or regulations promulgated pursuant thereto, by any or all of the following: self-help; by sending notice to the offending party to cause certain things to be done or undone; by restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; by taking any other action before any court, summary or otherwise, as may be provided by law; by complaint to the duly constituted authorities.

## ARTICLE XVII – CONFLICT

Anything to the contrary herein notwithstanding, if any provision of this Instrument is in conflict with or contradiction of the Declaration, or with the requirements of any law, then the requirements of the said Declaration or law shall be deemed controlling.

## ARTICLE XVIII – INSTITUTIONAL LENDER’S RIGHTS

Section 1. Anything to the contrary in the Declaration or the By-Laws or Articles of Incorporation notwithstanding, the following shall apply with respect to each Institutional Lender having an interest in a Lot.

- (a) The prior written approval of fifty one (51%) percent of the Institutional Lenders holding a first mortgage lien on any Lot is required for the following: (i) any material amendment to the Declaration, the By-Laws or Articles of Incorporation, including, but not limited to: any amendment which would change the number of votes of a Unit Owner in the Association; the purposes to which any Lot or the Common Property are restricted; the obligation to pay common expense assessments; the power to file common expense assessment liens; the subordination of common expense assessment liens; the necessity for reserves for maintenance and repairs; the reallocation of rights to use Common Property; the need for insurance for the Common Property; the leasing of units; the imposition of any restriction on a Lot Owner’s right to sell or transfer his Lot; the restoration or repair of the Common Property in a manner other than provided in the Declaration, By-Laws or Articles of Incorporation; any provisions that expressly benefit mortgage holders, insurers and guarantors. Where the addition or amendment is material, an institutional holder of a first mortgage who receives a written notice pursuant to the provisions of this subsection (a) and does not deliver to the Association a negative response within thirty (30) days of receipt of said notice shall be deemed to have approved such request.
- (b) Not Lot in the Property may be partitioned or subdivided without the prior written approval of any Institutional Lender for such Lot.
- (c) Any lien the Association may have on any Lot in the Property for the payment of Common Expense assessments attributable to each Lot is subordinate to the lien or equivalent security interest of any Mortgage on the Lot recorded prior to the date any such Common Expense assessment became due.
- (d) Any Mortgagee holding an interest in the Property or a Lot therein shall upon request, (i) be permitted to inspect the books and records of the

Association during normal business hours; (ii) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; (iii) receive written notice of all meetings of the Association and be permitted to designate a representation to attend all such meetings; (iv) receive written notice of any default by the Lot Owner under the Declaration, the By-Laws, Rules or Regulations which default is not cured within sixty (60) days after written notice by Association to said Lot Owners; and (v) receive written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

- (e) In the event of substantial damage to or destruction of any Lot or any part of the Common Property, and Mortgagee which may be affected shall, upon request, be entitled to timely written notice of any such damage or destruction. No Lot Owner or other party shall have priority over such Mortgagee with respect to the distribution to such Lot of any insurance proceeds.
- (f) If any Lot or portion thereof, or the Common Property or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Institutional Lender holding a Mortgage on the Lot(s) is, upon request, entitled to timely written notice of any such proceeding or proposed acquisition and no Lot Owner or other party shall have priority over such Institutional Lender with respect to the distribution to such Lot(s) of the proceeds of any award or settlement.
- (g) Any Institutional Lender who holds a Mortgage lien on a Lot who obtains title to the Lot as a result of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of Common Expenses or other assessments by the Association pertaining to such Lot or chargeable to the former Lot Owner which became due prior to acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Lot Owners including such acquirer, his successors and assigns.
- (h) Any management agreement for the Association will be terminable by the

Association with or without cause upon sixty (60) days prior written notice thereof, and the term of any such agreement shall not exceed one (1) year.

- (i) Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a Common Expense assessment with respect to any Lot either regular or special, any Mortgagee holding a mortgage in such Unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

EXHIBIT D

Exhibit D

OR BK 10262 PG 0244

CERTIFICATE OF INCORPORATION  
OF  
GREENBRIAR WOODLANDS COMMUNITY ASSOCIATION, INC.

In compliance with the requirements of Title 15A, Chapter 1  
et. seq. of the Revised Statutes of New Jersey, the undersigned,  
all of whom are of full age, have this day voluntarily associated  
themselves together for the purposes of forming a corporation not  
for profit and do hereby certify:

ARTICLE I

NAME

The name of the corporation is GREENBRIAR WOODLANDS  
COMMUNITY ASSOCIATION, INC.

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 65  
Gibson Place, Freehold, New Jersey, 07728.

*Filed on February 20, 1987  
in the office of the New Jersey  
Secretary of State  
# 0347220*

CERTIFIED TO BE A TRUE COPY

*[Signature]*  
RICHARD E. HAMILTON  
ATTORNEY AT LAW

REGISTERED AGENT

JAMES G. MIGLIORE, whose address is 65 Gibson Place, Freehold, New Jersey 07728 is hereby appointed the initial registered agent of this Association.

## ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for the ownership, administration, management, preservation, utilization and control of the Common Property of the Association as described in that certain Restated and Amended Declaration of Covenants and Restrictions filed by Hampshire Hill Associates, a Joint Venture establishing various rights and obligations for the Owners of Lots in certain Sections of Greenbriar Woodlands, located in Dover Township, New Jersey (the "Declaration") who are Members of the Association, which Declaration is intended to be recorded in the Office of the Clerk of Ocean County, New Jersey. In

connection with the use of the Common Property, the Association shall promote the health, safety and welfare of the Members and shall have the following powers:

(a) To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and the By-laws of the Association, as the same may be amended from time to time as therein provided, said Declaration and By-laws being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of said By-laws of the Association, to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, hypothecate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To borrow money, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

ARTICLE V

MEMBERS

Every person or entity who is a record owner of a fee simple interest in a Lot described in the Restated and Amended Declaration shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any Lot shall be the sole qualification for membership.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall be composed of three (3) persons who need not be members of the Association. The number of Trustees may be changed pursuant to the By-laws of

the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>	<u>ZIP</u>
James G. Migliore	65 Gibson Place Freehold, New Jersey	07728
Edward Shulman	65 Gibson Place Freehold, New Jersey	07728
Michael J. Lutz	65 Gibson Place Freehold, New Jersey	07728

The Board of Directors, excluding the initial Board of Directors, shall be elected in the manner provided by the Restated and Amended Declaration and the Bylaws of the Association.

ARTICLE VII

TERM

The corporation shall exist perpetually.

ARTICLE VIII

FINANCES

The activities of the Corporation shall be financed through maintenance fees collected from its members in accordance with the Restated and Amended Declaration and the Bylaws of the Corporation and/or through direct assessment of its members by the Board of Trustees in accordance with the Restated and Amended Declaration and the Bylaws of the Corporation. All funds derived by the Corporation as a result of the receipt of maintenance fees and/or assessments will be expended solely for the purposes set forth in Article IV and no portion of said funds shall be paid or given to or received by any officer or member of the Corporation.

ARTICLE IX

INCORPORATOR

The name and address of the Incorporator is:

NAME

ADDRESS

Mark S. Bellin

. 270 State Highway 35  
Middletown, New Jersey 07748

ARTICLE X

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit associations organized for the same general purposes, provided that any such merger or consolidation shall have the assent of seventy-five (75%) percent of the votes present and entitled to be cast at any meeting of the Association, duly constituted for such purposes, a quorum being present.

ARTICLE XI

OR BK 10262 PG 0251

AMENDMENTS

These Articles may be amended at any meeting of the Association duly constituted for such purpose, a quorum being present, by an affirmative vote of seventy-five (75%) percent of the votes present and entitled to be cast.

ARTICLE XII

DISSOLUTION

Upon dissolution, the method of dissolution of the assets of the Association shall be as provided in the Bylaws of the Association.

IN WITNESS WHEREOF, the incorporator being over the age of twenty-one years, has signed this Certificate this 11 day of February, 1987.

WITNESS

Sylvia Reis

Mark S. Bellin  
MARK S. BELLIN

STATE OF NEW JERSEY:  
:ss  
COUNTY OF MONMOUTH :

OR BK 10262 PG 0253

BE IT REMEMBERED, that on this 12<sup>th</sup> day of February  
1986, before me, the subscriber the undersigned authority  
personally appeared MARK S. BELLIN, who, I am satisfied, is the  
person named in and who executed the instrument, and thereupon he  
acknowledged that he signed, sealed and delivered the same as his  
act and deed, for the uses and purposes therein expressed.

*Ann Theresa Mishik*

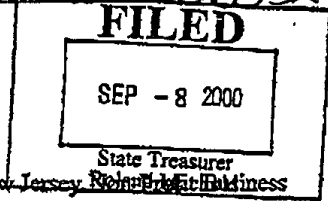
ANN THERESA MISHIK  
A Notary Public of New Jersey  
My Commission Expires Feb. 4, 1990

OR BK 10262 PG 0254

MRG

0100327485  
 CERTIFICATE OF MERGER OF GREENBRIAR WOODLANDS 0100376748  
 NEIGHBORHOOD NO. I ASSOCIATION, INC. AND LEISURE OAKS AT GREENBRIAR  
 WOODLANDS NEIGHBORHOOD ASSOCIATION, INC. INTO  
 GREENBRIAR WOODLANDS COMMUNITY ASSOCIATION, INC. 0100327491

TO: Treasurer  
 State of New Jersey



Pursuant to the pertinent provisions of Chapter 10 of the New Jersey Non-Profit Corporation Act, the undersigned corporations hereby execute the following Certificate of Merger.

**ARTICLE I**  
**Names of Merging Surviving Corporations**

Leisure Oaks at Greenbriar Woodlands Neighborhood Association, Inc. ("Leisure Oaks") and Greenbriar Woodlands Neighborhood No. I Association, Inc. ("Neighborhood I"), both non-profit corporations with members organized and existing under the laws of the State of New Jersey, shall be merged with and into Greenbriar Woodlands Community Association, Inc., a non-profit corporation with members organized and existing under the laws of the State of New Jersey (the "Master Association" or "Surviving Corporation").

**ARTICLE II**  
**Terms and Conditions of Merger**

1. Leisure Oaks and Neighborhood I shall be merged with and into the Master Association. The Master Association shall be the surviving corporation in the Merger.
2. The Merger shall become effective on October 1, 2000 (the "Merger Time"), pursuant to that certain Plan of Merger dated as of September 1, 2000 (the "Plan of Merger").
3. At the Merger Time, the Articles of Incorporation of the Master Association immediately prior to the Merger shall be the articles of incorporation of the Surviving Corporation.
4. At the Merger Time, the bylaws of the Surviving Corporation shall be as set forth in the Merged Bylaws of Greenbriar Woodlands Community Association, Inc. annexed to the Plan of Merger as Exhibit "A".

0100327491

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ARTICLE IV

The merger shall take effect as of October 1, 2000.

IN WITNESS WHEREOF, each of the undersigned corporations has caused this Certificate to be executed in its name by its president as of this 1<sup>st</sup> day of September, 2000.

LEISURE OAKS AT GREENBRIAR WOODLANDS  
NEIGHBORHOOD ASSOCIATION, INC.

By: *Marvin Luba*  
Name: Marvin Luba  
Title: President

GREENBRIAR WOODLANDS NEIGHBORHOOD  
NO. I ASSOCIATION, INC.

By: *Nancy Shankman*  
Name: Nancy Shankman  
Title: President

GREENBRIAR WOODLANDS COMMUNITY  
ASSOCIATION, INC.

By: *Samuel Boyd*  
Name: Samuel Boyd  
Title: President

5. The Board of Directors of the Surviving Corporation shall be as follows:

1. Samuel Boyd
2. John DiPren
3. Joseph Vella

6. The Officers of the Surviving Corporation shall be as follows:

President - Samuel Boyd  
Vice-President - Joseph Vella  
Secretary - John DiPren  
Treasurer - Thomas Fraher

7. Upon the effectiveness of the Merger Time, the separate corporate existence of Leisure Oaks and Neighborhood I shall cease, and the Master Association, as the Surviving Corporation, shall succeed to all of the rights, privileges, powers and franchises, of a public as well as of a private nature, of Leisure Oaks and Neighborhood I, and shall be responsible for all of the debts, liabilities and duties of Leisure Oaks and Neighborhood I, all as more fully set forth in NJSA, 15A:10-6.

8. At the Merger Time, by virtue of the Merger and without any additional action, each member of Leisure Oaks and Neighborhood I who is not already a member of the Master Association shall be a member of the Master Association.

#### ARTICLE III

1. Leisure Oaks has 343 members entitled to vote on the Plan of Merger. A meeting of the members was held on August 22, 2000 to vote on the Plan of Merger. 331 members were present (in person or by proxy) at the meeting; 322 members voted in favor of the Plan of Merger; 9 members voted against the Plan of Merger.

2. Neighborhood I has 899 members entitled to vote on the Plan of Merger. A meeting of the members was held on August 22, 2000 to vote on the Plan of Merger. 809 members were present (in person or by proxy) at the meeting; 794 members voted in favor of the Plan of Merger; 15 members voted against the Plan of Merger.

3. The Master Association has 1242 members entitled to vote on the Plan of Merger. A meeting of the members was held on August 22, 2000 to vote on the Plan of Merger. 1140 members were present (in person or by proxy) at the meeting; 1116 members voted in favor of the Plan of Merger; 24 members voted against the Plan of Merger.

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