

THE GREENBRIAR ASSOCIATION
RESOLUTIONS



THE GREENBRIAR ASSOCIATION INC.

POLICY RESOLUTION

ROBO CAN PLACEMENT AROUND

PROPERTY REQUIREMENTS

(Adopted March 24, 2014)

WHEREAS, the Board of Trustees of the Greenbriar Association, Inc. (the "Association") with an address of One Darley Circle, Brick, NJ 08724, hereby adopts this Resolution regarding Robo Can Placement Requirements.

WHEREAS, the Greenbriar Association Inc. was created by, among other things, the Declaration of Covenants and Restrictions of the Greenbriar Association, Inc. as may be amended from time to time (collectively the "Declaration"), and the Bylaws of Greenbriar Association, Inc.(collectively the "Bylaws"), as may be amended from time to time, which were recorded in the office of the Ocean County Clerk on October 12, 1976, in Book 3561, Page 262; and,

WHEREAS, Bylaws, Section 9(1), state that the Association may "make and enforce compliance with such published Rules and Regulations relative to the use and occupancy and maintenance of the Living Units, the operation and use of the COMMON PROPERTIES AND FACILITIES, and to amend the same from time to time as the Board deems reasonable and necessary, these Rules and Regulations shall become binding on all owners; and

WHEREAS, the Board deems it to be in the best interest of the Association that rules Relative to Robo Can placements be adopted and enforced; and

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures are hereby adopted:

1. Regarding Robo Can placement the following is the criteria:

1. The Robo Can must be stored in the garage whenever possible.
2. If the Robo can is placed at the side of the property, the installation of a lattice fence enclosure-is required (a sample picture of which can be viewed in the Administration Office).
3. Bushes or hedges can also be used so the can is not visible from the street.
4. The lattice enclosure can be ordered and installed by our outside maintenance staff at our cost.
5. Any resident not compliant by March 15th 2014 will be fined.

6. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing Documents.

7. Should any provision hereof be determined to be invalid, the remaining provisions here of shall remain in full force and effect.

8. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

THE GREENBRIAR ASSOCIATION. INC.

POLICY RESOLUTION NO.

DRIVEWAY INSTALLATION

REQUIREMENT

(Adopted October 21, 2014)

WHEREAS, the Board of Trustees of The Greenbriar Association, Inc. (the "Association") with an address of One Darley Circle, Brick, NJ 08724, hereby adopts this Resolution Regarding Driveway Installations.

WHEREAS, the Greenbriar Association was created by, among other things, the Declaration of Covenants and Restrictions of Greenbriar Association, Inc. as may be amended from time to time (collectively the "Declaration"), and the Bylaws of Greenbriar Association, Inc. (collectively the "Bylaws"), as may be amended from time to time, which were recorded in the office of the Ocean County Clerk on October 12, 1976, in Book 3561, Page 262; and,

WHEREAS, Bylaws, Section 9(1), states that the Association may "make and enforce compliance with such published Rules and Regulations relative to the use and occupancy and Maintenance of the Living Units, the operation and use of the COMMON PROPERTIES AND FACILITIES, and to amend the same from time to time as the Board deems reasonable and necessary, these Rules and Regulations shall become binding on all owners."; and

WHEREAS, the Board deems it to be in the best interest of the Association that rules Relative to Driveways be adopted and enforced;

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures are hereby adopted:

I. Regarding Driveway Installations the following is the criteria:

For the Elm Models

1. The driveway must be made of concrete or blacktop or concrete pavers.
2. The width cannot be wider than 16 feet from the external side of the garage towards the atrium. Any part that exceeds this width will have to be removed.
3. It must not protrude past the garage wall.
4. Walkway in the front of the house must not be removed. It may be replaced with new concrete, pavers or large paving stones (not gravel, any size)
5. The walkway must not be paved over with asphalt.
6. A sketch must be provided with a mark out to the Administration office and the Architectural Committee for approval before proceeding.
7. Curb cuts may not be done without a Brick Township Permit.
8. All grassed areas must be returned to their original condition.

For all other models

1. May widen driveway from external side of garage to the house.
2. May not widen driveway to exceed the footprint of the house.
3. Curb cuts may not be done without a Brick Township Permit.
4. All grassed areas must be returned to their original condition.

THE GREENBRIAR ASSOCIATION. INC.
POLICY RESOLUTION NO. REGARDING GENERATOR
INSTALLATION REQUIREMENTS
(Adopted February 10, 2014)

WHEREAS, the Board of Trustees of The Greenbriar Association, Inc. (the "Association") with an address of One Darley Circle, Brick, NJ 08724, hereby adopts this Resolution regarding Generator Requirements.

WHEREAS, the Greenbriar Association, Inc. was created by, among other things, the Declaration of Covenants and Restrictions of Greenbriar Association, Inc. as may be amended from time to time (collectively the "Declaration"), and the Bylaws of Greenbriar Association, Inc. (collectively the "Bylaws"), as may be amended from time to time, which were recorded in the office of the Ocean County Clerk on October 12, 1976, in Book 3561, Page 262; and,

WHEREAS, Bylaws, Section 9(1), states that the Association may "make and enforce compliance with such published Rules and Regulations relative to the use and occupancy and maintenance of the Living Units, the operation and use of the COMMON PROPERTIES AND FACILITIES, and to amend the same from time to time as the Board deems reasonable and necessary, these Rules and Regulations shall become binding on all owners."; and

WHEREAS, the Board deems it to be in the best interest of the Association that rules Relative to Generators be adopted and enforced; and

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures are hereby adopted:

- I. **Regarding residential generators the following is the criteria:**
 1. Conditions are as follows: **The necessity of a generator must be by the directive of a medical doctor based on a medical disability that requires electrical power. All generators must require an electrical connection.**
 2. An electrical generator must be powered by natural gas and is permitted with prior GBHA approvals and permits from Brick Township to provide electric power during power outages only. The installation of all generators is still at the discretion of the board.
 3. All generators shall be limited to 10KW @ 63 decibel's.

4. Generator are to be fueled by natural gas line and be stationary and shall be installed per manufacturer's specifications.
5. The stationary generator shall be installed on a cement pad 4" thick with a 2" space around the generator on the platform.
6. All generators will have a location chosen by the Architectural Committee and the Greenbriar Administrator; no Generator shall be installed in the front of the house, or between and corner houses it must be on the street side all others must be located in the rear of the house.
7. The generator shall be connected to the electric house wiring through a transfer switch (to prevent feedback to power lines) which shall be installed per all applicable codes and inspected by the appropriate Brick Township Code Officials.
8. Generator System shall be designed for residential use and comply with all national, state and local codes and all manufacturers installation guidelines. Evidence of compliance of all local codes and all local codes specifically relating to location shall be detailed in the GBHA application for reference only. Final location is chosen by GBHA and the Administrator.
9. Owner shall obtain all necessary local approvals before installation and provide final approvals (electrical/plumbing) to GBHA before placing generator in operation.
10. Generators must be surrounded by a sound barrier natural or fence type
11. Portable generators are forbidden.
12. Generators must be 5' from all windows and 18" from the house.
13. Generator testing is limited to the hours of 10am-4pm
14. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing Documents.
15. Should any provision hereof be determined to be invalid, the remaining provisions here of shall remain in full force and effect.
16. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

THE GREENBRIAR ASSOCIATION INC.
POLICY RESOLUTION NO.
REGARDING LEASING REQUIREMENTS

WHEREAS, the Board of Trustees of the Greenbriar Association, Inc. (The "Association") with an address of One Darley Circle, Brick, NJ 08724, hereby adopts this Resolution regarding leasing requirements.

WHEREAS, the Greenbriar Association, Inc. was created by, among other things, the Declaration of Covenants and Restrictions of Greenbriar Association Inc. as may be amended from time to time (collectively the "Declaration"), and the Bylaws of Greenbriar Association, Inc. (collectively the "Bylaws"), as may be amended &om time to time, which were recorded in the office of the **Ocean County Clerk on October 12, 1976, in Book 3561, Page 262**; and,

WHEREAS, Bylaws, Section 9(1), states that the Association may "make and enforce compliance with such published Rules and Regulations relative to the use and occupancy and maintenance of the Living Units, the operation and use of the COMMON PROPERTIES AND FACILITIES, and to amend the same from time to time as the Board dcems reasonable and necessary, these Rules and Regulations shall become binding on all owners, occupants, lessees, invitees, Members, residents, and guests, etc...."; and

WHEREAS, the Board deems it to be in the best interest of the Association that rules relative to leases be adopted and enforced; and

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures are hereby adopted:

1. Unit owners shall be entitled to rent their unit in accordance with the Association's Declaration and By-Laws.
2. Any units which are leased shall be subject to a written lease showing the names of all unit occupants and that the lease period is no less than one (1) year.
3. The unit owner must incorporate the Association's lease rider into all of its leases. A copy of the lease rider is attached hereto as Exhibit "A".
4. All unit owners must provide the Association with a copy of any unit leases, including the lease riders, within seven (7) days prior to the beginning of the lease term. This requirement applies to all lease renewals as well. All leases, lease riders, and lease renewals must be available for review, upon request by the Association.
5. Simultaneous with the submission of the copy of the proposed lease, the unit owner shall also remit to the Association a fee in the amount of \$250.00. This fee is intended to cover the Association's costs in connection with the administration record keeping, and bookkeeping resulting from the change in occupancy. This fee shall also cover the photocopying costs incurred by the Association in connection with providing copies of the pertinent restrictions concerning the use of the lot.
6. After notice of a violation, if the conduct complained of is found to be in violation of the Association's Declaration, Bylaws and/or Rules and Regulations regarding leasing, a fine of **twenty-five (\$25.00) dollars** per day shall be instituted. Failure by a unit owner to remedy any violation shall be considered a separate violation and a separate fine of **twenty-five (\$25.00) dollars** per day shall be imposed.
7. This resolution is subject to the alternate dispute resolution procedures of the Association.

8. As residents in the community, tenants may attend annual and open board meetings. However, tenants are not authorized to vote unless specifically directed via a proxy signed by the unit owner.
9. The Association requests that all Tenants use the Standard Form of Lease from the New Jersey Association of Realtors, which has already been approved by the Association. All other lease forms must be provided to management for approval.
10. An executed copy of the Lease shall be filed with the Association's management office prior to the effective date of the Lease and must include a copy of the Certificate of Occupancy from the Township of Brick.
11. Tenant must provide a copy of the Tenant Liability Insurance policy naming the Association as an 'additional insured as their interests appear'.
12. Any monies due hereunder shall be collected by the Association in the same manner as Association assessments.
13. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing Documents.
14. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
15. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

Exhibit A

GREENBRIAR ASSOCIATION, INC.

**REGULATION ON LEASE OF UNITS
AND ASSIGNMENT OF RENTS**

LEASE RIDER

LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS. The provisions of the By-Laws and Declaration of Covenants and Restrictions (collectively the "Governing Documents") of Greenbriar Association, Inc. (the "Association") and any rules and regulations promulgated thereunder (the "Rules and Regulations") constitute material provisions of this Lease and are incorporated by reference in this Lease. If any provision of the Lease is not consistent with the Governing Documents and the Rules and Regulations, the Governing Documents will control.

VIOLATION OF GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION. Failure to comply with the Governing Documents or Rules and Regulations constitutes a material breach of this Lease and is grounds for eviction. In the event that the Tenant violates a provision of the Governing Documents or Rules and Regulations, the Association will notify the Landlord of such violation(s) and the violation(s) must be remedied through the Landlord's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Landlord shall have the obligation to institute eviction proceedings in the name of the Landlord against the Tenant. If the Landlord fails to commence eviction proceedings within thirty (30) days from the date of notice by the Association, then the Association may commence eviction proceedings in the name of the Landlord against the Tenant. The Landlord will then be responsible to pay the Association's reasonable legal fees and costs incurred in such a proceeding.

NO ASSIGNMENT OR SUBLET. The Tenant will not assign or sublet all or part of the property being leased (hereby the "Premises") without prior written consent of the Association.

UNIT ACCESS. The Tenant agrees and acknowledges the right of the Association to have access to the unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible thereof or for making emergency repairs necessary to prevent damage to common elements or to any other unit or units. The Association shall not be liable to either the Landlord or the Tenant for any damage resulting from the Association's exercise of its rights pursuant to this provision, except for damage caused by the Association's negligence.

GOVERNMENTAL REQUIREMENTS. Notwithstanding the above, the Tenant shall comply with all federal, state and local requirements concerning the occupancy and use of the unit, including but not limited to, New Jersey Department of Community Affairs' regulations and city ordinances concerning the number of individuals who may reside within the unit, in conjunction with any related provisions of the Governing Documents and/or Rules and Regulations with any related provisions of the Governing Documents and/or Rules and Regulations. Failure to comply shall constitute a material breach of this Lease.

INJURY, DAMAGE OR LOSS. The Tenant shall promptly notify both the Land lord and the Association of any defects in or problems with the common elements.

LANDLORD'S ASSIGNMENT OF RENTS TO ASSOCIATION. The Landlord herein acknowledges that the execution of this Lease Rider does not operate to relieve the Landlord of the Land lord's obligation to pay the unit's proportionate share of the common expenses and assessments required by the Association. As security for the performance of the Landlord's continued obligation to pay the unit's proportionate share of common expenses and assessments, the Landlord herein assigns to the Association the rent payable to the Landlord by the Tenant.

Said assignment of rent shall, however, only become operative upon the Landlord's failure to timely pay the Landlord's unit's proportionate share of common expense and assessments, as well as any fines, late fees, attorneys' fees and any other expenses or costs to the Association, after having been given thirty (30) days written notice by the Association as to the Landlord's default. Upon the Landlord's failure to cure said default within said thirty (30) day period, the Association can, without having to institute any court action or proceeding, demand of the Tenant that the Tenant pay over to the Association any and all rent due to the Landlord under the terms of the Lease.

The Tenant herein covenants to fully cooperate with the Association and to pay rent directly to the Association if so demanded by the Association. The rent received by the Association from the Tenant shall be applied as follows: (1) to cure the Landlord's delinquency, including common expenses and assessments, late fees, fines, attorneys' fees and any other costs or expenses that the Association may incur as a result of the Landlord' s nonpayment; and (2) any rent in excess of the Landlord's account balance shall be returned to the Landlord.

The Landlord shall observe and perform all of its obligations and agreements under the Lease and shall not do or permit anything to be done to impair the assignment herein, and Association shall not be obligated by reason of acceptance of this assignment to perform any obligation of the Landlord provided for in the Lease. The Landlord agrees to indemnify the Association and save it harmless from and against any loss, liability, or damage (including reasonable counsel fees) arising from any claim by any Tenant or any other party arising under or in connection with the Lease or this Assignment.

This Assignment shall inure to the benefit of the Association, its successors and assigns, and it shall be binding upon the Landlord, Tenant and his/her administrators, successors and assigns.

NON-WAI VER. Nothing contained in this Lease Rider and no act done or omitted by the Association pursuant to the powers and rights granted it herein shall be deemed to be a waiver by the Association of its rights and remedies under the Governing Documents. This Lease Rider is made by Landlord and Tenant and may be accepted by the Association without in any way limiting or constricting any of the rights, powers and remedies possessed by the Association under the terms of the Governing Documents. The rights of the Association to collect any obligation of Landlord and to enforce any other of its rights may be exercised by the Association either prior to, simultaneously with or subsequent to any action taken by it under this Assignment.

The Landlord shall promptly supply to the Association complete copies of all Leases in effect upon the Unit, as well as the status of such Leases.

NON-AGENCY. The Association shall not be deemed to be an agent, partner or joint venture of Landlord or of any other person, and nothing herein contained shall be construed to impose any liability upon the Association by reason of the assignment granted hereby.

BREACH. Failure of the Tenant and/or the Landlord to comply with any provision herein shall constitute material breach of this Lease.

, Tenant

Date

, Tenant

Date

, Landlord

Date