

**THE BY-LAWS  
OF  
THE GREENBRIAR ASSOCIATION**





BY-LAWS OF THE GREENBRIAR ASSOCIATION

ARTICLE I

APPLICABILITY, DEFINITIONS AND MEMBERSHIP

Section 1. APPLICABILITY: These By-Laws shall be applicable to the Greenbriar Association, a non-profit corporation of the State of New Jersey, its Members, and to any and all property and facilities owned by the Greenbriar Association.

Section 2. OWNERS AS MEMBERS, RATIFICATION: All present and future owners of a Lot or Living Unit in fee simple which is subject to the Declaration of Covenants and Restrictions recorded in the County Clerk's Office in the County of Ocean shall be Members of the Greenbriar Association, provided they qualify under Article II in Section 1 hereof. Each owner shall thereupon automatically be deemed a Member, and shall be required to pay a prescribed original non-recurring fee per Living Unit in consideration for membership in the Association and as part of the consideration for acquiring title. Acquisition of title, or occupancy of a Lot or Living Unit, shall be conclusively deemed to mean that the said owner, resident or occupant has consented to, accepted and ratified these By-Laws and any amendments thereto, and the Covenants and Restrictions of record and Rules and Regulations.

Section 3. DEFINITIONS: The following words when used in these By-Laws shall have the following meaning:

a) ASSOCIATION: Shall mean and refer to the GREENBRIAR ASSOCIATION.

b) THE PROPERTIES: Shall mean and refer to all such existing Properties and additions thereto, as are subject to the DECLARATION OF COVENANTS and the Certificate of Incorporation of the Greenbriar Association.

c) COMMON PROPERTY: Shall mean and refer to those areas of land shown on any recorded subdivision plot of the properties intended to be devoted to the common use and enjoyment of the owners of the property.

d) LOT: Shall mean and refer to any plot of land shown on any recorded subdivision map of THE PROPERTIES (with the exception of COMMON PROPERTIES, as heretofore defined) or shown on the approved Site Development Plan and amendments or supplement thereto.

e) LIVING UNIT: Shall mean and refer to any portion of a building situated upon the property designed and intended for use and occupancy as a residence by a single family.

f) DUPLEX STRUCTURE: Shall mean and refer to any building containing two living units under one roof when each such living unit is situated upon its own individual lot.

g) OWNER: Shall mean and refer to the record owner, whether one or more persons and entities, of the fee simple title to any Lot or Living Unit situated upon the properties; but, notwithstanding any applicable theory of mortgage, shall not refer to the mortgagee of a Lot or Living Unit.

h) MEMBER: Shall mean and refer to all those Owners who are Members of the Association as provided in Article II, Section 1, hereof.

i) FACILITIES: Shall mean buildings, structures, fixtures, and improvements of whatsoever nature associated with the COMMON

PROPERTIES.

j) RESIDENT: Shall be any owner of a Living Unit or any permanent occupant of a Living Unit who is not a Member or owner.

k) OCCUPANT, INVITEE: Shall be one rightfully on the premises.

l) GUEST: Shall be any invitee of a Member, resident, owner or occupant, whose rights and privileges shall be as provided in the current Rules and Regulations.

ARTICLE II

MEMBERSHIP, VOTING RIGHTS AND MEETINGS

Section 1. MEMBERSHIP: Every person who, or entity which, is a record owner of a fee simple or undivided fee simple interest in any Lot or Living Unit which is subject by Covenants and Restrictions of record to assessment by the Association shall be a Member of the Association provided that any such person who, or entity which, holds such interest merely as a security for the performance of an obligation shall not be a Member, and provided as follows:

a) No Member of the Association shall be less than the age of 55 years, except a spouse or surviving spouse.

b) It is intended that these articles shall in no way limit or deprive any owner or Member of the Association or prospective Member of his or her rights, privileges or immunities as provided under the Constitution of the United States and of New Jersey, and by any written or common law.

c) In the event that an owner of a Lot or Living Unit dies testate or intestate, leaving as heirs a person or persons or entity which do not qualify as a Member of the Association, these

restrictions shall in no way restrict ownership of said heirs provided, however, that said heir or heirs or entities shall not occupy said Lot or Living Unit until he or she meets the membership requirements of the Association. This shall in no way preclude the right of the owner to lease the said premises or to grant occupancy as a resident to his invitee or guest, etc., provided, however, that in each instance, such guest, invitee, occupant, or lessee must first meet the requirements of the Association. The inability of any owner to become a Member, or to occupy the premises for whatsoever reason, shall not in any way serve to exempt him or his obligation to pay the annual or special assessments. In the event a person or persons obtain title to a Lot or Living Unit by operation of law or court order, these Articles shall in no way limit the right of the owner of said Lot or Living Unit provided, however, that said owner shall not occupy said Lot or Living Unit until he or she meets the requirements of the Association and receives a copy of the By-Laws and Rules and Regulations from the Administration Office and acknowledges receipt of same in writing.

d) The owner or owners of a Lot or Living Unit by acceptance of the Deed conveying ownership accepts said instrument subject to the right of the Association, its successors and assigns to redeem any tax sale certificate or assignment thereof issued by the municipality and to acquire by reason of such redemption any and all rights accruing thereby in conformity with provision N.J.S. 54:5-54, any conveyance or alienation by the grantee, his heirs, successors, administrator, and assigns to the contrary notwithstanding.

e) Membership in the Association shall lapse and terminate when any Member shall cease to be the owner of record of the Lot or

Living Unit. There shall be a membership fee paid for each house owned.

f) A Member shall be presumed to be in good standing only if:

1. The Member shall have paid applicable membership fee for each lot or dwelling unit upon acquiring ownership.

2. The Member is not in arrears on any monthly maintenance charges, any assessments, or any penalties due and payable.

3. The Member is not under suspension or restricted by the Association in the use or access to the Clubhouse, Common Properties, or Recreational Facilities.

Section 2. VOTING RIGHTS: The Association shall have one class of voting membership. Members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Article II, Section 1. When more than one person holds such interest or interests in any Lot or Living Unit, their vote shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any such Lot or Living Unit. Where a Living Unit has more than one owner of record and they are unable to agree on how to cast the one vote they are entitled to, each owner may cast individual votes, except that each will be entitled only to the fraction of a vote that is equivalent to their fraction of ownership in the Living Unit.

Section 3. PROXY: Votes may be cast either in person or by proxy. Proxies must be in writing and notice of same must be given to the Association three (3) days prior to any voting at which said proxy is to be used. Proxy forms are available at the Association

office.

Section 4. MEETINGS OF THE ASSOCIATION: There shall be four different kinds of meetings of the Greenbriar Association as follows:

a) ANNUAL MEETINGS: There shall be two meetings annually, one for the purpose of announcing the results of the election of Trustees and presentation of the proposed Annual Budget; another meeting for the Financial Report by the Treasurer or the Assistant Treasurer covering the audited report of the financial status of the Association. At both meetings any other necessary business may be transacted.

b) REGULAR MEETINGS: There shall be at least three regular meetings, at least two months apart, to be held on dates fixed by the Board of Trustees. At these meetings, any necessary business may be transacted.

c) ADDITIONAL MEETINGS: The Trustees may schedule additional meetings during the year for the purpose set forth in "b".

d) SPECIAL MEETINGS: The President of the Association shall call a special meeting if directed by a majority vote of the Trustees or if requested by a written petition, signed by at least 50% plus 1 of all Members eligible to vote, which petition shall state the purpose of the meeting.

Section 5. NOTICE OF MEETINGS: Written notice of annual, regular, special or additional meetings shall be given by the Board of Trustees in a method deemed reasonable by the Trustees. An official notice may be published in the Greenbriar Bulletin. Such written notice shall set forth the purpose(s) of the meeting, and



shall be given not less than ten (10) calendar days before the date of such meeting. Waiver of notice may be made by a Member in writing. Presence at the meeting shall be considered waiver of any formal notice to the Member.

Section 6. QUORUM:

a) At regular or special meetings without issues to be voted on, the Members present shall constitute a quorum.

b) On any issue to be voted upon, 50% plus one of All Members eligible to vote shall constitute a quorum.

Section 7. VOTE REQUIRED: If there is an issue or election to be voted on by the Members, the Association shall furnish each Member a ballot not less than ten (10) calendar days before the day of voting. A vote may be cast either in person or by proxy. A proxy vote must be returned to the Association office three (3) calendar days prior to the day of voting. Proxies will be available at the Association office ten (10) calendar days prior to the day of voting and returned as noted above. A majority vote of the votes cast shall be determinative of the subject matter of the vote, provided that the quorum requirements of this Article are met.

Section 8. MAJORITY OF VOTES: A majority of votes as used in these By-Laws means that number of votes which equals or exceeds 50% plus one of all votes cast.

ARTICLE III

BOARD OF TRUSTEES

Section 1a. REGULATED BY: As provided in the Certificate of

Incorporation of the Greenbriar Association, the number, duties, selection and term of the Board of Trustees shall be regulated by these By-Laws.

Section 1b. NUMBER OF MEMBERS: The Board of Trustees shall consist of seven (7) elected members who are Members in good standing of the Greenbriar Association.

Section 2. METHOD OF ELECTION:

a) VOTING COMMITTEE: A committee to be known as the Voting Committee shall be appointed by the Trustees by January 10th of each year to serve one year. Its function will be to conduct and supervise the election of Trustees, starting with the issuance of nominating petitions up to and including the counting of ballots and certification of elections.

The Committee shall also conduct and supervise the voting on any issue brought up before the membership. Such voting shall be only by paper ballot or proxy.

The Committee shall consist of seven (7) members of the Association in good standing, each Trustee appointing one member. The Committee shall select a Chairman, Vice-Chairman and a Secretary.

No candidate for Trustee may be a member of the Voting Committee.

No member of the Committee shall circulate petitions, nor obtain signatures thereon, nor engage in any type of public electioneering for any of the candidates for Trustee or issues to be voted on. Violation of any of these regulations shall be cause for immediate dismissal by a majority vote of the Trustees.

The Voting Committee shall check all signatures for their validity and for possible duplication. The Committee shall count

the ballots and certify the elections.

The rule on proxy ballots as specified in Article II, Section 3 shall be followed in all regular and special elections.

b) NOMINATING PETITIONS: Nominating petitions shall be procured at the Administration office by the candidate or candidate's representative upon submission of a statement signed by the candidate that he or she is willing to run for office and is a Member in good standing of the Greenbriar Association and meets the membership requirements of the Association.

Any Member of the Greenbriar Association may run for the office of Trustee. To be placed on the ballot, he or she must produce petitions signed by the candidate, with not less than 100 nor more than 200 signatures of Members eligible to vote. The candidate or his/her representative shall be responsible for keeping these signatures within the prescribed limits of 100 minimum and 200 maximum.

The Members shall sign only one petition for each vacancy. If they sign for more than one candidate for each vacancy, their signatures shall be eliminated from all petitions for that vacancy. Should the elimination of such signatures invalidate a petition, then such candidate shall have three (3) business days to obtain the necessary signatures to revalidate the petition.

Candidates shall have not more than five (5) business days to obtain their petitions. Candidates shall have not more than fourteen (14) business days to file their petitions from the date nominations shall be officially declared open.

Section 3. TIME FOR ELECTIONS AND TAKING OFFICE: All regular

elections for Trustees shall take place prior to November 1st and the term of office shall commence on the following January 1st. In an election, if a candidate runs unopposed, he will be elected as a Trustee at the next scheduled Trustee meeting by a vote cast by the Secretary of the Association.

Section 4. ELECTION TO TWO OR MORE VACANCIES: Where there are two (2) or more vacancies to be filled at a regular election, the candidates receiving the highest number and the next highest number of votes shall be elected, and the candidates receiving the highest number of votes shall serve the longer term of office if there be such.

Section 5. VACANCIES: A vacancy on the Board of Trustees shall arise upon the death, resignation, removal or inability of such Trustee to serve.

Should a Trustee be absent from eight (8) consecutive scheduled meetings of the Board, such absence may constitute a vacancy. In case of illness, absence from twelve (12) consecutive scheduled meetings of the Board may constitute a vacancy. No interim appointments are to be made by the Board of Trustees.

Whenever a vacancy occurs and the unexpired term of the vacancy is more than six (6) months it shall be filled by a special election within 45 days after the occurrence of the vacancy. If the unexpired term is less than six (6) months it shall be filled at the regular election in accordance with Section 3 above. In either case the successful candidate shall take office upon election and

certification. Should the vacancy occur after the election of a successor such successor shall take office at the time of the vacancy.

Section 6. TERM OF OFFICE: All Trustees shall be elected to serve a term of three (3) years except for interim elections. The term of each Trustee shall commence January 1st following the election except for interim elections where the term shall begin immediately upon certification of said election. No Trustee may serve more than two (2) consecutive three (3) year terms. A period of at least one (1) year must elapse before he/she may be a candidate again.

Section 7a. REMOVAL OF TRUSTEES: A Trustee may be removed for good cause by a majority vote of all the Trustees by ballot or with or without good cause by a two-thirds vote of all the Association Members by ballot. Good cause includes but is not limited to non-attendance at meetings, sickness or any infraction as set forth in Article III, Section 9p.

Section 7b. PROHIBITED ACTIVITIES: No Trustee at any meeting of the Greenbriar community in the Greenbriar Clubhouse shall endorse or otherwise attempt to influence the outcome of any election for a vacancy on the Board of Trustees. Nothing in the foregoing prohibition shall operate to abridge the constitutional rights of a Trustee to express his or her personal opinions at times when he or she is not in attendance at a public meeting of the Greenbriar Association nor shall a Trustee be precluded from speaking in his

or her own behalf for re-election.

No Trustee shall express an opinion in his or her capacity as Trustee at any meeting in the Greenbriar Clubhouse on any public question not related to or involving the affairs of the Greenbriar Association, nor endorse any candidate or public issue under the authority of his or her trusteeship.

No person having declared his or her intention to run for public office (except a resident of Greenbriar running for public office) shall be allowed to attend any open or closed function in the Greenbriar Clubhouse whether invited by a resident or in any other manner until after the election has been resolved, unless the invitation has been approved by a unanimous vote of the Trustees present at a meeting of the Board of Trustees.

Section 8. TRUSTEES MEETINGS: Meetings of the Board of Trustees shall be held at least monthly. Notice of special meetings shall be given to each Trustee personally at least two (2) business days before the meeting. Presence of four (4) Trustees shall be considered a quorum. Waiver of notice may be made by any Trustee, in writing. Presence at the meeting shall be considered waiver of any formal notice to the Trustees. A special meeting may be called by a majority of Trustees or by the President.

Section 9. DUTIES OF THE BOARD OF TRUSTEES: The affairs of the Association shall be governed by the Board of Trustees except as otherwise provided in the Declaration of Covenants and Restrictions, Certificate of Incorporation, or in other Articles of these By-Laws. The following shall be part of the duties and powers of

the Board without, however, limitation.

a) To maintain, care for, repair, replace, reconstruct and protect the Common Properties and Facilities of the Association, including all realty, buildings, personalty, etc., used by or owned by the Association; and provide for exterior maintenance on Living Units, its grounds, walks, driveways, etc., and determine the nature and extent thereof. The nature and extent of such maintenance at all times shall be determined by the Board of Trustees.

b) To establish levy, assess, and collect assessments, both annual and special, from the Members and/or owners and to use said monies for the operation and maintenance of the Common Properties and Facilities, the exteriors of Living Units, its grounds, walks, driveways, etc., as described in the maintenance section of the Rules and Regulations, Article III, and to pay for all taxes and charges against said Common Properties and Facilities.

c) To prepare, prior to the financial annual meeting, a balance sheet, statement of income, and budget for the Association reflecting the amounts estimated to be necessary to meet the cost of operation and maintenance, etc. and present same to the membership for discussion prior to adoption. In the event it is concluded by the Board of Trustees that a special assessment and/or increase in the annual assessment and monthly payments will be necessary it may make such increase and/or special assessment and it shall notify the Members of the Association by written notice of the same, the need and the reason therefore, and the amounts thereof.

d) To establish, levy, and collect any added assessments, made under Article V of the Covenants and Restrictions.

e) To employ and dismiss all employees, agents, servants, of the Association, either directly or through their authorized representative, and to determine the compensation for said employees. To obtain adequate Fidelity Bonds for all Trustees, officers and employees of the Association handling or responsible for Association funds.

f) To create an Architectural Control Committee as provided in Article V and to carry out its recommendations as approved by the Trustees in conformity with the By-Laws and the Rules and Regulations of the Association.

g) To collect delinquent assessments and or penalties and to employ the provisions and powers set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS to collect, foreclose, execute or levy against any Living Unit or Lot which is delinquent.

h) To authorize and designate such officer or officers as may be required to execute and deliver any documents, contracts, deeds, mortgages, certificates, bonds, notes, or other documents of whatsoever nature as may be required in furtherance of the affairs of the Association.

i) To keep detailed books of account, receipts, and expenditures and to employ competent legal counsel and accountants as may be required.

j) To assure that the provisions of the Association, as embodied in the Articles of Incorporation, the DECLARATION OF COVENANTS AND RESTRICTIONS, the By-Laws and Rules and Regulations are carried out, specifically, but not by way of limitation, those provisions limiting ownerships and memberships to persons fifty-five



(55) years of age or over.

k) To insure against loss from fire, vandalism, or any other cause on any Common Properties or Facilities; and to maintain public liability insurance insuring the Association and its Members against any claims arising from injuries or damages occurring on the COMMON PROPERTIES OR FACILITIES.

l) To 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, occupants, lessees, invitees, Members, residents, and guests, etc. and they may include, but not be limited to the suspension of the privileges of membership and the right to the enjoyment of the COMMON PROPERTIES AND FACILITIES by the owners, Members, guests, residents, occupants, lessees and invitees, etc. and be subject to penalties as provided in the Rules and Regulations.

m) The Trustees shall have authority, supervision and control over any official publication originated by any group or organization in Greenbriar using the facilities of the Association in accordance with the Rules and Regulations of the Association.

n) When an admission charge is required at an Association function, the Trustees shall have the right to set a reasonable charge for residents and their families and a different charge for guests or invitees.

o) The Trustees shall serve without remuneration. Reasonable

expenses incurred in the discharge of their official duties will be repaid by the Association after presentation of vouchers to the Treasurer.

p) All Trustees are precluded from making any unilateral decisions regarding service and/or maintenance to a Member, resident, employee or contractor of Greenbriar. All decisions as to these and other matters on which the Board of Trustees makes policy shall be made only by a majority vote of the full Board of Trustees.

#### ARTICLE IV

##### OFFICERS

Section 1. OFFICERS: The Officers of the Association shall be: President, Vice President, Secretary and Treasurer, all of whom shall be elected Trustees. Assistant Secretaries and Assistant Treasurers as may additionally be required need not be Trustees.

Section 2. HOW ELECTED: The Officers shall be elected annually by the Board of Trustees from its members at a meeting called for that purpose. A majority vote will be sufficient to elect an officer.

Section 3. PRESIDING OFFICER: The President shall preside at all meetings of the Members and in his absence the Vice President shall preside. In the absence of both the aforesaid officers, any Trustee may preside as agreed upon by a majority of the Board present. The President only or any succeeding officer as provided above shall act as liaison with the Administrator. The President, with the Administrator, shall interview any applicant for Foreman's position.

Section 4. SECRETARY: The Secretary or Assistant Secretary shall attend all meetings of the Association and Board of Trustees, and shall record all votes and take minutes, draft resolutions and include all proceedings in a Minutes Book. The records shall state the vote of each Trustee present and any abstentions.

The Secretary or the Assistant Secretary shall be custodian of the Seal of the Association and affix the seal when required.

The Secretary or the Assistant Secretary shall keep a list of the Members of the Association, which list shall be open to all Members.

The list shall not be furnished to any other person or firm unless authorized in writing by the Board of Trustees to the Secretary of the Association.

Section 5. TREASURER: The Treasurer or the Assistant Treasurer shall receive and cause to be deposited in appropriate bank accounts all monies of the Association, and shall see to the disbursement of such funds as directed by resolution of the Board of Trustees; provided, however, that disbursements made in the ordinary course of business shall not need resolutions. Bank depositories shall be approved by resolution of the Board of Trustees.

The Treasurer shall be responsible to see to the keeping of proper books of account and cause an annual audit of the Association's books to be made by a Certified Public Accountant approved by the Board of Trustees at the completion of each fiscal year. He shall see to the preparation of an annual budget and an annual balance sheet and shall present the proposed budget to the Trustees for

their review and consideration. Prior to adoption, the Trustees shall hold an open discussion period, with copies available at the Administrator's Office seven (7) days prior to said meeting.

Any excess of operating receipts over operating expenses shall be applied against a subsequent budget to reduce the subsequent year's assessment.

The aforesaid detailed Books of Accounts must be maintained in accordance with generally accepted accounting principles and shall be maintained at the business office of the Association.

Any owners of a Living Unit shall have the right at any time during business hours, by appointment, to inspect all books of accounts, contracts, and other documents relative to the business of the Association, at the convenience of the Administrator, within a reasonable time after such request by an owner.

## ARTICLE V

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. ESTABLISHMENT: The "Architectural Control Committee" is hereby established to be composed of three (3) members, said members to be appointed by the Board of Trustees.

Section 2. ARCHITECTURE AND CONSTRUCTION: No building, fence, wall, walkways, excavation or grading operation, or other structure shall be commenced, erected or maintained upon the Properties.

No exterior addition to or change or alteration thereon shall be made to any Living Unit until the plans and specifications showing the nature, kind, shape, height, materials, colors, and location of

same shall have been submitted in writing to the Architectural Control Committee for their recommendation to the Board of Trustees for approval or disapproval.

Section 3. DUTIES AND RESPONSIBILITIES: It shall be the duty of the Architectural Control Committee to review and decide requests for approvals made by owners or Members under the applicable provisions in Article X of the Covenants and Restrictions or any other Rules and Regulations, and to bring to the attention of the Board of Trustees violations of these provisions which may come to their attention.

#### ARTICLE VI

#### MISCELLANEOUS

Section 1. INDEMNIFICATION OF OFFICERS AND TRUSTEES: The Association shall indemnify every Trustee and Officer, his heirs, executors, and administrator, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee or Officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, 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 in the performance

of his duty as such Trustee or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Trustee or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses provided, however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any Member or owner of a family unit, who is or has been a Trustee or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as an Owner of a LIVING UNIT.

The Association shall provide an insurance policy in the amount of not more than Five Million (\$5,000,000.00) Dollars for this indemnification. The policy shall reimburse the Association for what it pays as indemnity to its Trustees. Any amounts in excess of said coverage and which are otherwise indemnified under this section shall remain the responsibility of the Association.

Section 2. REIMBURSEMENT BY MEMBERS: Each Member and/or owner shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the common elements damaged solely by his negligence or by the negligence of his tenants, agents, guests, or licensees, promptly upon the receipt of the Association's statement therefor.

Section 3. NON-TRANSFERABILITY OF MEMBERSHIP: Membership in the Association is non-transferable and ceases upon the sale of a LIVING UNIT and any attempt to transfer shall be null and void.

## ARTICLE VII

### AMENDMENTS AND CONFLICTS

Section 1. AMENDMENTS TO BY-LAWS: These By-Laws may be amended by a ballot vote of no less than 50% plus one of all the Members of the Association eligible to vote provided that those provisions of these By-Laws which are governed by the Articles of Incorporation or the Covenants and Restrictions may not be amended except as provided by Articles of Incorporation, the Covenants and Restrictions or applicable law.

Section 2. CONFLICT BETWEEN BY-LAWS AND ARTICLES OF INCORPORATION AND COVENANTS AND RESTRICTIONS:

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Covenants and Restrictions applicable to THE PROPERTIES referred to in Article I and these By-Laws, the Covenants and Restrictions shall control.

Section 3. EFFECTIVE DATE OF BY-LAWS: These revised By-Laws shall become effective immediately upon acceptance of the Greenbriar Association membership.

ARTICLE VIII  
REGIONAL DELEGATES

The Board of Trustees in its judgement has the right to create and appoint a representative body of owners of record from predetermined regions to serve a term of two (2) years in a liaison capacity with the Board of Trustees.

Any Member wishing to run for election as a representative of his or her region may do so by declaring his or her intention to the Board of Trustees in writing, at least sixty (60) days prior to the end of the term. The representative of a region shall appoint an alternate to act for them in the event of absence or incapacity.

In the event that no candidate presents himself or herself, the Trustees shall make an appointment for that region.

Meetings shall be held at least monthly with a designated Trustee.

ARTICLE IX  
TRUSTEE EMERITUS

Any Trustee who has served two (2) elected terms and is a Member of the Association in good standing but is precluded from running for another term by the By-Laws of the Association shall become a Trustee "Emeritus".

He or she shall serve for a period of one (1) year with all the rights and privileges of a Trustee with the exception of the right to vote. He or she must wait an additional year before becoming a candidate for Trustee.



**THE GREENBRIAR ASSOCIATION, INC.**

**AMENDMENTS TO THE BYLAWS**

These Amendment to the Bylaws of The Greenbriar Association, Inc. (the "Association") made this 4<sup>th</sup> day of JUNE, 2018 by the Association, a non-profit Corporation of New Jersey, by and through it's Board of Trustees (the "Board"), having a principal address of One Darley Circle, Brick, NJ 08724; and

**WHEREAS**, the 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**, P.L. 2017, Ch. 106, often referred to as the Radburn Bill, a supplement to the Planned Real Estate Development Full Disclosure Act, passed on July 13, 2017, provides that, "[a]n executive board shall not amend the bylaws of an association without a vote of the association members open to all association members, as provided in the association's bylaws... except an executive board may amend the bylaws under the following circumstances:... (b) after providing notice to all association members of the proposed amendment, which notice shall include a ballot to reject the proposed amendment. Other than an amendment to render the bylaws consistent with State, federal or local law, if at least 10 percent of association members vote to reject the amendment within 30 days of its mailing, the amendment shall be deemed defeated;" and

**WHEREAS**, the Board of Trustees convened for a Special Meeting on APRIL 30, 2018, and a quorum being present, a majority of the Trustees present voted to amend the Association's By-Laws; and

**WHEREAS**, the Board of Trustees proposed this amendment to the membership pursuant to N.J.S.A. 45:22A-46(d)(5) via a mailing sent on MAY 4, 2018; and

**WHEREAS**, after waiting the required thirty (30) days, less than ten (10%) percent of the membership rejected this proposed amendment; and

**NOW, THEREFORE**, the Association hereby amends and modifies the Association's By-Laws as set forth below:

**RENTAL RESTRICTIONS:**

Bylaws, Article II, Section 1(g) is hereby added as follows:

- (a) A Unit Owner desiring to lease or sublease his or her Unit may do so only if the Unit Owner has received from the Association a permit ("Leasing Permit"). Upon issuance of a Leasing Permit, the Unit Owner may lease his or her Unit (but not less than his or her entire Unit) provided that such leasing shall be in strict accordance with the terms and conditions of this Declaration, the By-Laws, and the Association's Rules and Regulations. All Leasing Permits shall be

valid only as to the particular Unit Owner, Unit, tenant, and lease to which they are issued and shall not be transferable between Unit Owners or Units or tenants or leases. Any Units which are leased shall be subject to a written lease showing the names of all occupants of the Unit and that the lease period is no less than one (1) year.

- (b) All owners of a Unit must reside in the Unit for at least two (2) years prior to renting the Unit. If the Unit is owned by a company, then at least one (1) owner, shareholder, member, and/or partner of that company must personally reside in that Unit for at least two (2) years prior to that Unit being eligible to be rented.
- (c) A Unit Owner shall be given a Leasing Permit so long as the Unit Owner is in good standing; has personally lived in the Unit for at least two (2) years; and is in compliance with the Association's By-Laws, Declaration, and Rules and Regulations.
- (d) To meet special situations and to avoid undue hardship or practical difficulties, the Board of Trustees may grant permission to a Unit Owner to lease his Unit to a specified lessee even if the owner has not personally resided in the unit for two (2) years prior to proposing to rent it out. A Unit Owner that seeks such permission shall submit a written request to the Association's property manager which shall be granted or denied in the sole discretion of the Association's Board of Trustees.
- (e) A Leasing Permit shall be automatically revoked without notice upon the occurrence of any of the following: (1) The sale or transfer of the Unit to a third party (excluding sales or transfers to an Unit Owner's spouse, cohabitant or a corporation, partnership, company or other legal entity in which such Unit Owner is a principal); or (2) The expiration and non-renewal of a tenant's lease.
- (f) In enforcing any provisions set forth in this section, the Association may recover from the non-complying Unit Owner all of its costs, including court costs and reasonable attorney's fees. These costs and/or damages shall be a continuing lien on the Unit that shall bind the Unit in the hands of the then Unit Owner and the Unit Owner's successors and assigns.
- (g) The abovementioned rental restrictions shall not apply to a Unit Owner who is leasing his or her Unit at the time that this amendment is passed and recorded or a Unit Owner that purchases his or her Unit with a tenant residing in the Unit pursuant to a lease with the previous Unit Owner. Such tenancies already in effect shall be grandfathered for the duration of that particular tenant's tenancy, provided that such lease(s) is in compliance with the Association's prior rental requirements. In addition, the Unit Owner may continue to rent out the unit to different tenants until the unit is sold as long as each future lease is approved by

the Board of Trustees and the lease agreement otherwise conforms with the previous rules and regulations pertaining to leasing a Unit.

- (b) If any of the aforementioned rental provisions cause the Association to become ineligible for FHA approval, then the Board of Trustees shall have the authority to unilaterally amend and remove said provisions to comply with FHA standards and permit the Association to qualify for FHA approval.

#### **ASSIGNMENT OF RENT/ ATTORNEY-IN-FACT:**

Bylaws, Article II, Section 1(h) is hereby added as follows:

- (a) Every Unit Owner (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 proportionate share of common expenses 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.
- (b) No Unit may be leased except pursuant to a written lease. All leases must state specifically that the tenant is bound to comply with the Declaration, By-Laws, and all rules promulgated thereunder, and that he shall be subject to enforcement actions, as described in the Declaration and By-Laws, for failure to do so. The lease shall further provide that any failure of the tenant to fully comply with the terms and conditions of such documents shall constitute a material default under the lease and be grounds for termination and eviction.
- (c) A Unit Owner desiring to lease his/her Unit must provide a copy of the lease to the Association at least fourteen (14) days prior to the start of any lease term. If a tenant intends to remain in the Unit after the expiration of the initial lease term or any extension thereof, the Unit Owner must provide the Association with an updated lease or lease addendum at least fourteen (14) days prior to the expiration of the then current lease term.
- (d) In the event a tenant fails to comply with the provisions of this Declaration, Section (a) above, the By-Laws or Rules and Regulations then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such violation(s) and demand the same be remedied through the Unit Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his

own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said cost and expense shall be deemed to constitute a Common Expense lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint, and confirm the Board as his attorney-in-fact for the purpose described in this subsection.

**SURRENDER OF VACANT UNITS/ RENT RECEIVER:**

Bylaws, Article II, Section 1(i) is hereby added as follows:

- (a) Every Unit Owner hereby assigns to the Association the exclusive right to occupy, manage, rent, and operate their unit (hereinafter the "Property"). Said right shall, however, only become operative upon: 1) the Unit Owner's failure to timely pay their proportionate share of common expenses and assessments, as well as any fines, late fees, attorneys' fees and any other expenses or costs to the Association; 2) the Unit Owner vacating the unit; and 3) the Association providing thirty (30) days written notice to the Unit Owner of its intention to rent out the unit for as long as the Unit Owner remains delinquent. Upon the Association exercising its exclusive right to occupy, manage, rent, and operate the Property, the Unit Owner shall be enjoined and restrained from interfering in anyway with the Association's operation of the Property and collecting of rents.
- (b) Utilizing the proceeds from the Property, the Association may supervise and oversee the operation and management of the Property, including the following:
  - a. To enter and take possession of the Property, including taking immediate operating control and management of the Property;
  - b. Collect, transfer and receive all rents and profits, revenues, security deposits or proceeds of the Property (collectively, the "Rents") and deposit same in the bank account established by the Association;
  - c. Speak with Unit Owner and any other persons regarding the Property, including financial conditions and business operations at the Property;
  - d. Apply the Rents to the necessary expenses of operating and preserving the Property for rental purposes, including without limitation, maintenance, repairs, rental expenses, assessments, assessment arrearages and all other obligations of the Property related to the Association;
  - e. Investigate and confirm whether the Property is adequately insured, and use reasonable efforts to cause the Association to be named as an additional

insured party on existing liability and property damage insurance policies on the Property;

- f. If needed, expend funds to obtain customary insurance coverage for the Property in amounts the Association deems reasonable and proper;
- g. Institute ancillary proceedings in this State or other States as are necessary to preserve and protect the Property;
- h. Do all things reasonable and necessary to promote the sound and reasonable financial management of the Property;
- i. Prepare a monthly operating statement, balance sheet, and other reports as necessary to accurately describe the sources and uses of income;
- j. Plan, supervise, and conduct a program of regular maintenance and repair at the Property to ensure that all improvements and equipment located on, or used or useful in connection with the Property, remain in good repair and operating condition as necessary to operate the association facilities in accordance with Federal and State regulations.
- k. The Association shall commence an inventory of all items left in the Property. The Unit Owner is hereby on notice that all personal property remaining in the Property is hereby deemed abandoned and must be removed from the Property within thirty-three (33) days of written notice from the Association. The Association may remove these items and store them at a local storage facility at any time so that cleaning crews can gain appropriate access. Should the Association move these items to such a facility, the Association will provide the Unit Owner notice of when and where any property is moved. If the Unit Owner and/or any Tenant do not remove the abandoned property within thirty-three (33) days of the date of the notice, the Association may:
  - i. Sell the property at public or private sale;
  - ii. Destroy or otherwise dispose of the property if the Association reasonably determines that the value of the property is so low that the cost of storage and conducting a public sale would exceed the amount that would be realized from the sale; or
  - iii. Sell items of value and destroy or otherwise dispose of the remaining property.
- l. In addition, the Association reserves its rights to dispose of any perishable items, including food items left in the refrigerator and freezer, immediately for health and safety reasons. Further, while the abandoned property remains in the Receiver's possession, the Association reserves all rights to have Unit Owner and/or any Tenant deemed liable for said fees and costs associated with the storage, disposal, sale and/or removal, including all attorney's fees and costs.
- m. The Association may appoint an agent to perform all of the aforementioned duties. The compensation paid to an agent for the aforesaid activities shall be ten percent (10%) of the amount collected in addition to reimbursement of all out of pocket expenses.

### **QUORUM:**

Bylaws, Article II, Section 6 is hereby deleted its entirety and replaced with the following:

At each Membership Meeting, members holding ten (10%) percent of the authorized votes present in person, by proxy or by mail ballot shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of quorum, a majority of the votes present in person or by proxy may adjourn the meeting from time to time, until quorum shall be present or represented. At any such adjourned meeting at which quorum may be present any business may be transacted which might have been transacted at the meeting originally called.

### **ELECTION PROCEDURES:**

Bylaws Article II, Sections 2 and 5 and Bylaws, Article III, Sections 2 and 3 are hereby amended to incorporate the following (any provisions inconsistent with the following are deemed void):

- (a) Notice of the annual meeting and board election must be given not less than fourteen (14) days prior to the annual meeting and election. In addition, notice of an election shall be provided to all members via personal delivery, mail or electronic means. (Members must consent in writing to receiving electronic notifications.) Notice of the election shall include a proxy ballot and an absentee ballot. Notice shall be deemed effective when deposited in the mail with proper postage or immediately upon sending an electronic notice.
- (b) Proxies used for elections shall state, "Use of this proxy is voluntary on the part of the granting owner. This proxy may be revoked at any time before the proxy holder casts a vote. Absentee ballots are also available." The Association must provide both a proxy form and an absentee ballot for all Board elections.
- (c) At least thirty (30) days prior to the mailing of the notice of an election meeting, the Association must provide written notice to all members of their right to nominate themselves or other Association members in good standing for candidacy to serve on the Board. Members must be given at least fourteen (14) days to respond to the request for nominations, and any nomination form that is received prior to the mailing of absentee ballots or proxies to Association members must be added to the ballots and proxies, if the nominee is in good standing, as defined in Article 3.08. Ballots and proxies may be mailed no earlier than the day after the response deadline set in the request for nominations. If no response deadline is set in the request for nominations, then the deadline shall be the business day before notice of the election is mailed to the members. All candidates nominated for the Board shall be listed in alphabetical order by last name on the proxy ballot and absentee ballot.

## **PARKING/TOWING:**

**Bylaws, Article II, Section II(g)(9) is hereby amended to add the following:**

**Only Passenger Vehicles with current registration and a valid state inspection sticker may be parked on the Association's Common Elements, roadways, and/or parking areas. Unless otherwise specified herein or by the Association's Board, any other vehicles are prohibited. No boats, campers or trailers of any type shall be parked on the Association's Common Elements and/or parking areas, except when expressly authorized by the Board. Unregistered, abandoned and inoperable vehicles may not be parked on the Association's Common Elements.**

**No overnight street parking is permitted. Parking is prohibited in all "no parking" areas which are indicated with signage or by yellow marked curbs or yellow diagonal lines, and marked fire zones. All sidewalks must be clear. No one shall park in a manner so as to block, impede or otherwise inhibit the free passage of other vehicles or so as to interfere with necessary snow removal, ice removal, or repairs or maintenance of the Common Elements.**

**Any vehicle which is parked in violation of the rules and regulations of the Association is subject to towing (at the Owner's expense). No Owner, Resident, or Tenant may park in the Association during any period in which the Unit's parking privileges have been suspended as a result of a violation of the Association's Rules and Regulations. In the event that any Owner's account remains in arrears for more than sixty (60) days, his/her parking privileges shall be suspended until all such amounts are paid in full. The delinquent Owner, or any related Resident or Tenant, shall be prohibited from parking within the Association's parking areas. Any Passenger Vehicle parked on the Association's Property or roadways and owned by an Owner, or an Owner's Resident or Tenant, where the Owner is more than sixty (60) days in arrears in Association monthly assessments late fees, and/or attorneys' fees, shall be towed.**

## **MEGAN'S LAW RESTRICTION**

**Bylaws, Article IV, Section 5 shall be created and shall read as follows:**

- a) No person required to register with a designated registering agency pursuant to N.J.S.A. 2C:7-3, and who is thereafter determined to be a Tier-3 registrant pursuant to N.J.S.A. 2(C):7-8(c)(3) ("Tier-3 Megan's Law Registrant"), may permanently or temporarily reside in a Unit located in the Association. This Section will not apply to any person who, prior to the date of this amendment is filed with the Clerk of Ocean County: (i) is a Tier-3 Megan's Law Registrant; and (ii) resides at the Association.**
- b) If, subsequent to the effective date of this Amendment, a Tier-3 Megan's Law Registrant occupies a Unit as a tenant, or under any other possessory interest, the Unit**


Owner must immediately cause the person to vacate the Unit and, if the person does not vacate the Unit within 30 days of the date the Owner was notified by the Association of the presence of a Tier-3 Megan's Law Registrant, then the Owner will immediately commence eviction proceedings. If the Owner fails to commence the eviction proceeding within 30 days following the date the Owner is required to do so and diligently prosecute the eviction to conclusion, then the Association may act as attorney-in-fact for the Owner and pursue the eviction action at the Owner's cost and expense.

c) Any Owner, who by virtue of residing in a Unit, who has been notified by the Association that they are in violation of this Article, must vacate the Unit within 90 days of receipt of the Association's notice.


d) The Association will not be liable to any Unit Owner, anyone occupying or visiting the Association as the result of the Association's failure to dispossess a Tier-3 Megan's Law Registrant.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Greenbriar Association the day and year listed above.

WITNESS:

  
Jessica Fletcher

The Greenbriar Association, Inc.

By:   
DONNA CURTIS, President



NOW THEREFORE, DONNA CURTIS, the President of the Greenbriar Association, Inc., based on the authority granted by the Association's By-laws, Declaration, N.J.S.A. 45:22A-46.4(d)(5) and the membership vote and the Board of Trustees vote reflected above, hereby submits this Amendment to the Bylaws for recordation in the Ocean County Clerk's Office.

Greenbriar Association, Inc.,

Donna Curtis  
DONNA CURTIS, President

**CORPORATE ACKNOWLEDGMENT**

STATE OF NEW JERSEY )  
 ) ss.  
COUNTY OF OCEAN )

On the 4<sup>th</sup> day of June, 2018, Donna Curtis personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Greenbriar Association, Inc. (the "Association") and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Trustees.

Signed and sworn to before me on  
June 4, 2018

Danielle MacCormack  
NOTARY PUBLIC OF  
NEW JERSEY

**RECORD AND RETURN TO:**  
**MCGOVERN LEGAL SERVICES, LLC**  
**P.O. BOX 1111**  
**NEW BRUNSWICK, NJ 08903-1111**  
**(732)-246-1221**

DANIELLE MACCORMACK  
Notary Public - State of New Jersey  
My Commission Expires Mar 21, 2022



OCEAN COUNTY CLERK'S OFFICE  
RECORDING DOCUMENT  
COVER SHEET

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



INSTR # 2018060432  
OR BK 17/53 PG 389  
RECORDED 06/21/2018 10:29:54 AM  
SCOTT M. COLABELLA, COUNTY CLERK  
OCEAN COUNTY, NEW JERSEY

OFFICIAL USE ONLY

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

06/04/2018

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

DEED

OFFICIAL USE ONLY - REALTY TRANSFER FEE

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

Greenbriar Association, Inc.

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

Greenbriar Association, Inc.

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

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

BLOCK:

LOT:

MUNICIPALITY: (Select Municipality from Drop-Down Box)

BRICK

CONSIDERATION:

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

Street  
Address

Town

State NJ Zip 08902

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

ORIGINAL BOOK:

3561

ORIGINAL PAGE:

262

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

10-130 CAAK JB