



THE GREENBRIAR ASSOCIATION

**RULES
REGULATIONS
&
RESOLUTIONS**

Revised August 12, 2024

TABLE OF CONTENTS RULES AND REGULATIONS

Section	Title/Rule
1	PURPOSE
2	COMMITTEES
3	SECURITY
4	FIRE PREVENTION
5	VIOLATION OF RULES
6	FINES AND PENALTIES
7	ASSESSMENT FOR DAMAGE TO GREENBRIAR PROPERTY
8	CLAIMS AGAINST THE ASSOC FOR DAMAGE
9	RECREATION REGULATIONS
9.1	Use of the Clubhouse
9.2	Showers
9.3	Sauna
9.4	Fitness Center
9.5	Woodshop
9.6	Billiard Room Rules
9.7	Card Room Rules
9.8	Library
9.9	Piano and Organ
9.10	Sewing Room
9.11	Ceramic/Hobby Room
9.12	Facilities & Amenities
9.13	Swimming Pool Rules
9.14	Golf Course
9.15	Bocci
9.16	Shuffleboard
9.17	Lake Area
9.18	Group Use of Facilities
9.19	Charitable Activities
9.20	Fund Raising
9.21	Activities With a Charge
9.22	Instructed Activities
9.23	Free Activities
9.24	Private Parties
9.25	Auditorium Rental Fees
9.26	Greenbriar Bus
10	PROPERTY MAINTENANCE
10.1	Property Maintenance
10.2	Plant Growth
10.3	Residence & Property Deterioration
10.4	Maintenance Services Provided
10.5	Other Services of Greenbriar Assoc.
10.6	Garbage & Trash Removal
10.7	SERVICE REQUESTS
10.8	Greenbriar Resident Paid Services
10.9	Irrigation Service Requests
11	EXTERIOR CHANGES/ADDITIONS Architectural Control Committee

Section	Title/Rule
11.1	Important Notice to Residents
11.2	Contractors Hours of Operation
11.3	Association Approval Only
11.4	APPLICATION FORMS FOR ALTERATIONS
11.5	Porch Patio Additions & Enclosures
11.6	Dumpsters
11.7	Patios
11.8	Decks
11.9	Window Replacement/Size Change
11.10	Awnings
11.11	Garage Door Replacement
11.12	Exterior Painting
11.13	Air Conditioners
11.14	Driveway Replacement
11.15	Roof Replacement
11.16	Landscape Plantings
11.17	Vinyl Siding Installation
11.18	Flag Poles
11.19	Duplex Homes
11.20	Fixed Barbeque Grills
11.21	Portable Gas Barbeque Grills/Fire Pits
11.22	Fireplaces
11.23	Hot Tubs
11.24	Fencing
11.25	Generators
11.26	Storage Sheds
11.27	Inflatables
11.28	Water & Sewer Lines
12	EXCEPTIONS & RESTRICTIONS
12.1	Driveways
12.2	RVs & Boats & Trailers
13	PARKING: Daily Overnight Long Term
14	SUPERVISION OF CHILDREN
15	PETS
16	PETITIONS
17	BOATING
18	FEEDING THE DUCKS /GEESE
19	GARAGE SALES
20	ESTATE SALES
21	PUBLICATIONS
21.1	The Greenbriar Times
21.2	Trustee Notices
21.3	Greenbriar Telephone Directory
21.4	Bulletin Boards
21.5	The Communicator (Comcast Ch. 97)
22	ALL CALL SYSTEM
23	SELLING YOUR HOME
24	ADVICE TO PURCHASER

TABLE OF CONTENTS RESOLUTIONS

Resolutions are located at the end of the Rules and Regulation Section

Resolution Regarding	Effective Date
Election Procedure	March 25, 2024
Relating to Firearms	May 1, 2023
Temporary Religious Holiday Structures	April 3, 2023
Storable Pools	September 9, 2022
Membership Fees	July 26, 2022
Parking and Towing	July 19, 2021
Violation Enforcement Procedures	March 2, 2020
System of Fines	December 9, 2019
Non-owner Occupants and/or Residents	April 15, 2019
System of Fines	April 15, 2019
Driveway Requirements	October 21, 2014
RoboCan	March 24, 2014
Generator Installation	February 10, 2014
Generator Installation	June 25, 2013
Trustee Attendance Requirements	June 25, 2013
Leasing Requirements	August 30, 2012
Alternate Dispute Resolution	September 24, 2001
Collection of Delinquent Accounts	August 13, 2001

GENERAL INFORMATION

The board of Trustees has the legal obligation to administer the affairs of the Greenbriar Association and its entire property for the benefit of all the reside.

GREENBRIAR ASSOCIATION TELEPHONE NUMBERS

Greenbriar Administration Office	732-458-3700
Greenbriar Security Patrol Car	732-948-2076
Greenbriar Bus	732-948-2044

USEFUL TELEPHONE NUMBERS

Emergencies – 911	
Brick Police – Non-Emergency	732-262-1100
Medical Center of O.C	732-840-2200
Satellite ER Center	732-295-6377

BRICKTOWN TELEPHONE NUMBERS

Public Library	732-477-4513
Municipal Building	732-262-1000
Post Office	732-477-0100
Public Works	732-451-4061
Senior Services	732-920-8686
Brick MUA	732-458-7000

1. PURPOSE

- 1.1 All Greenbriar Association instruments (Covenants, By-laws, and Rules and Regulations) have as their objective the establishment of the social conduct necessary for communal living, and for the control of expenses. The Rules and Regulations included in this booklet are those which the various sponsored committees have submitted regarding their respective activities, and those established by the Trustees to preserve the Greenbriar community concept, to stabilize maintenance costs, and to maintain the safety and security of the residents.
- 1.2 Compliance with these rules is not intended to regiment our actions other than to make sure that each resident shares in the opportunity of enjoying the common facilities of the Greenbriar Association, to make sure that cost burdens are equitably applied and to affect those conditions set forth in your deed, covenants and the By-laws.

2. COMMITTEES

- 2.1 Greenbriar has 4 official committees: the Architectural Control Committee, the Homeowners & Renters Committee, the Voting and the Budget Committee.
- 2.2 Members of all official committees are appointed by the Board of Trustees.
- 2.3 The maximum period which a person may serve on the above-listed committees shall be three years. This may be extended with the approval of the Board of Trustees.
- 2.4 The term of office of the Chairperson shall be two years. Any extension of office beyond two years shall be only with the approval of the Board of Trustees.
- 2.5 With the concurrence of the Board of Trustees and the Committee Chairperson, those committee members who are technicians, directors, or instructors may be excluded from these regulations.

3. SECURITY

3.1 BADGES

Badges must be always worn by Residents and their Guests when they utilize any Greenbriar Association facility, amenity, activity, or common ground.

- 3.2 Adult and Minor guests must be always accompanied by a resident as Residents are responsible for the conduct of their guests and are obligated to assure all guests always abide by the rules and regulations of the association.

3.3 SHORT CUTS

Taking a shortcut on other people's property or between houses is trespassing as well as a violation of the rights of residents. Such actions, day or night, could have extremely disastrous consequences for the residents, or the trespasser or both.

4. FIRE PREVENTION

No smoking is permitted on the property according to Brick Township Ordinance. Smoking is permitted in the parking lot.

5. VIOLATION OF RULES

- 5.1** The Board has the authority to make rules and regulations as may be necessary to carry out the intent of the Certificate of Incorporation, Declaration of Covenants and Restrictions and By-laws and has the right to bring lawsuits to enforce the Rules and Regulations. The Board has the right to levy penalties or assessments for violation of these Rules and Regulations.
- 5.2** The Board of Trustees are responsible for the enforcement of all rules and regulations.

6. FINES AND PENALTIES

- 6.1** To hold in restraint those residents who flagrantly disregard these rules, fines or penalties may be imposed at the discretion of the Board of Trustees and added to the violator's maintenance fee. The Board of Trustees will assign a fixed, non-reducible fine to be levied against the owner involved for each infraction. Repeated violations may result in denial of the use of Association facilities and revocations of privileges.
- 6.2** In all cases where a fine may be imposed, the offender will be notified and offered the opportunity of an Alternate Dispute Resolution hearing and if requested a hearing with the Board of Trustees.
- 6.3** Observance of these rules by residents, their families, guests, and employees of the resident is the responsibility of the owner(s). Owners/Residents shall be advised of their violation in writing from the Greenbriar Association. Should the individual in violation disagree with the Board's decision they are entitled to an Alternate Dispute Resolution hearing. If in the judgment of the Trustees is upheld and a fine is applicable, then the Administrator will see to its collection.
- 6.4** Maintenance fees are due on the 1st of each month with a grace period of up to the 15th of each month. There will be a fine of Twenty-five (\$25.00) dollars imposed if monthly maintenance payments are not paid by the 15th day of the month. For each month of delinquency, an additional Twenty-five (\$25.00) dollars fine will be imposed. Should the monthly maintenance payments fall three (3) months in arrears, the Administrator will place a lien on that home.
- 6.5** A charge of twenty (\$20.00) dollars will be made on any checks returned for insufficient funds. If this happens two (2) months in a row, a lien shall be placed on the home.

- 6.6 It should also be noted that after thirty (30) days, the entire yearly assessment could be accelerated and is considered in default and the Association could demand payment in full for the balance of the entire year. See page 8, Covenants and Restrictions, Section 6 - Default.
- 6.7 In the event the Association institutes legal action for collection of any fines, then the defendant(s) shall be responsible for payment of reasonable attorneys' fees of the Association, plus interest and costs of the suit.
- 6.8 To circumvent penalties for violations, no resident, or former resident, who has been prohibited from using Greenbriar Association facilities because of long standing unpaid financial obligations to the Association or because of flagrant violations of the By-laws, Rules and Regulations, or any other reason, may not use any Association facilities as the "guest" of an Association member.
- 6.9 The Board of Trustees will post the names of violators on the Clubhouse bulletin board at their discretion.

7. ASSESSMENT FOR DAMAGES TO GREENBRIAR PROPERTY

Any individual or group causing damage to community property by misuse or breaking rules as herein set forth, e.g., burns, stains, breakage, sewer stoppage, etc. shall be charged for repair and/or replacement. Groups involved in such situations shall be individually charged on a pro rata basis. Residents are responsible for damage caused by guests and any charges may be added to their maintenance.

8. CLAIMS AGAINST THE ASSOCIATION FOR DAMAGE

Any claim for damage that may be considered as Association liability must be first submitted to the Administration Office for review and acceptance prior to repair and payment by residents. Payments made by residents for such repairs before being submitted as a claim to the Association cannot be honored.

9. RECREATION REGULATIONS

Guests of all ages, at all times, shall be accompanied by a resident when they utilize any Greenbriar Association facility, amenity and activity.

9.1 USE OF THE CLUBHOUSE FACILITIES

In order that residents derive maximum enjoyment from the Clubhouse and its facilities, it is important that the following procedures be followed:

- 9.1.1 No smoking is allowed on the property. Smoking is permitted in the parking lot.
- 9.1.2 The facilities of the Clubhouse are primarily for the use of the residents of Greenbriar. Their guests are welcome but must be accompanied by a resident and are expected to observe all the rules.
- 9.1.3 For proper scheduling, an "Application for Reservation" form must be obtained from, completed, and filed with the Administration Office for all affairs requiring the use of the Clubhouse.
- 9.1.4 All affairs must be terminated not later than 11pm except for the New Year's Eve Party.
- 9.1.5 All persons must be properly attired to enter the Clubhouse. Top covering and footwear must be worn. Spiked golf shoes or spiked rubbers are not permitted. No bathing attire is allowed in the Clubhouse at any time.
- 9.1.6 No animals are permitted in the Clubhouse. Certified service animals are permitted.
- 9.1.7 Food and drinks are not to be taken into the Lounge, Card Room, Pool Room, Library, or the hallways.
- 9.1.8 Furniture shall not be removed from the Clubhouse proper for outdoor activities. Chairs and tables are not to be taken from the Card Room or Library.
- 9.1.9 Arrangements for tablecloths must be made through the Administration Office.
- 9.1.10 The last person or persons leaving the Ceramic Room, Sewing Room, Woodshop, Pool Room or Art & Recreation Room must clean the floors, tables, etc. of any dust or debris and must switch off the lights and lock doors to Ceramic Room, Sewing Room and Woodshop.
- 9.1.11 Exit doors must not be obstructed at any time. At all gatherings, these doors must be unlocked. Before leaving, sliding glass doors and other doors must be closed and locked. "Emergency use only" signs posted on appropriate exits.
- 9.1.12 Posters or advertising matter may be displayed ONLY in the hallway leading to the Auditorium and must be cleared by the office. Nothing may be taped to any walls.

(NOTE: Wherever the word "Affair" is used herein, it is intended to mean private parties, social gatherings, meetings, etc.)

9.2 SHOWERS

Used paper floor mats must be placed in receptacles provided for that purpose. Children using showers must be supervised by an adult.

9.3 SAUNA

For various reasons, it is unwise for some people to use the sauna; therefore, please read the instructions carefully that are posted on the door before entering the sauna bath.

- 9.3.1 If paper mats are used to sit on, place the used mats in the receptacle provided. At completion of the sauna, make certain the heater switch is off.
- 9.3.2 Residents will be responsible for guests using the sauna and must accompany the guest.
- 9.3.3 It is suggested that any problems arising in connection with the use of the Clubhouse facilities, which are not clarified in these procedures, should be checked with the Administration office.

9.4 FITNESS CENTER

- 9.4.1 This room and the equipment in it are provided as a convenience for Greenbriar Residents.
- 9.4.2 Each Resident who chooses to enter is solely and individually responsible for its use. If you choose to enter these premises, you acknowledge that you are holding The Association harmless from any injuries that may occur from your use of the equipment. You alone are responsible for the level of physical activity and type of equipment you use. By entering the Fitness, you agree to the following:
- 9.4.3 "Resident hereby fully recognizes, understands, and acknowledges that he/she assumes all responsibility for how he/she uses the equipment and for any injuries or medical problems that may occur as a result. By entering, the Resident acknowledges that he/she does not have a medical condition, physical condition or any ailment that precludes him/her from utilizing the equipment the Resident elects to use. Resident acknowledges that he/she has a doctor's medical clearance to engage in the physical activity he/she selects. Resident hereby releases, forever discharges and holds Greenbriar Association its agents, servants, employees or representatives, harmless from any and all liabilities, claims, demands, damages, injuries, actions, costs and expenses arising out of or resulting from residents utilizing of this equipment whether based upon claims of negligence or otherwise."
- 9.4.4 All residents using the fitness room must adhere to the following rules:
 - Residents are required to sign in each time they enter the fitness center.
 - Each person is responsible for wiping down the equipment after their use. Please use the wipes provided by Greenbriar.
 - Only clean, soft sole shoes are permitted.

- Please limit your time to 20 minutes on any one piece of equipment during peak hours.
- Allow others to ‘work in' on resistance training equipment if you are doing multiple sets.
- The posters are provided for reference only. If you do not know how to use a piece of equipment, do not use it.
- No trainers or coaches are permitted unless they have been formally approved by the Administration.

9.5 WOODSHOP RULES

Anyone working in the woodshop does so at his/her own risk. The Administration assumes NO responsibility for accidents or personal injury. All residents of Greenbriar are entitled to use the Woodworking Shop, subject to the following guidelines:

- 9.5.1 Hours of availability: 9:00am - 4:30pm Monday through Friday.
- 9.5.2 The door key is kept at the Administration Office. Users of the shop must sign in and must return the key and sign out when leaving the shop. After the shop is open, anyone intending to work there must also sign in and out.
- 9.5.3 The exhaust fan must be operating when power tools are being used.
- 9.5.4 Paint removal and furniture refinishing is prohibited to avoid the inhalation of vapors and to prevent fire.
- 9.5.5 All small tools owned by the Association will be housed in a locked tool cabinet and anyone removing a tool must return same to the cabinet.
- 9.5.6 NO TOOLS MAY BE REMOVED FROM THE SHOP AT ANY TIME.
- 9.5.7 Tools are to be used only for the purpose for which it was not designed.
- 9.5.8 The power saws must not be used to process wood containing nails or other metal fasteners.
- 9.5.9 No tool is to be modified or altered.
- 9.5.10 When using the power saws, special care must be exercised to prevent ‘kickbacks’. Pushers should be used to feed wood to the table saw blade, with blade guard in place.
- 9.5.11 Do not attempt to sharpen any cutting tool. This will be done professionally under a regular maintenance procedure.
- 9.5.12 Shop users will furnish their own wood, small tools, hardware, glue and finishing materials. Sanding belts for the power sanders will be furnished by the Association.
- 9.5.13 MOST IMPORTANT: The machines are to be dusted and the floor swept clean. A vacuum cleaner is available as are bins for disposing of wood dust and shavings.

9.6 BILLIARD ROOM RULES

- 9.6.1 Guests are to use the pool room equipment when accompanied by a member. Guest badges must be visibly worn.
- 9.6.2 Sitting on top pool tables is not permitted at any time.
- 9.6.3 When other members are waiting, please limit your time of play on tables to one hour.
- 9.6.4 Guests must be 18 years of age to use pool room equipment.
- 9.6.5 No refreshments are allowed in the pool room.
- 9.6.6 Do not place any objects on pool tables.
- 9.6.7 The maximum number of players at any one table is four.
- 9.6.8 Replace plastic cover after use of table.

9.7 CARD ROOM RULES

The Card Room is available at any time of the day or evening except when other activities make it impractical for use, or the Trustees declare it closed for a specific purpose. The Card Room facilities are provided for the pleasure of all residents of Greenbriar. To enjoy this benefit and preserve the use of the furnishings and equipment for as long as possible, the following rules should be observed by resident and guests alike:

- 9.7.1 Light snacks and drinks are permitted in the card room.
- 9.7.2 The players are expected to clean up the area after completion of play. This includes covering the tables where covers are provided, replacing the chairs, etc., leaving the room as they found it.
- 9.7.3 Sitting at tables is prohibited. Chairs are not to be moved from one table to another. Stacked chairs have been provided where additional chairs are needed.
- 9.7.4 Evening games are to be terminated no later than 11pm.
- 9.7.5 Children are not permitted in the Card Room when games are in play.
- 9.7.6 In view of the variables within each card game, no rules for play are being formulated. Each table will make its own rules. However, certain regulations are deemed necessary to maintain pleasant, social interactions.

9.8 LIBRARY

Please follow the directions posted in the library for borrowing books and games.

PLEASE NOTE: The Library Committee appreciates donations of books of recent vintage. Older books and duplications will be donated to hospitals, nursing homes and the public library.

9.9 PIANOS AND ORGAN

- 9.9.1 The Greenbriar Association owns two pianos, an upright and a Grand piano. The upright piano is for general use and purposes and should be treated with care consistent with the normal maintenance of a musical instrument.
- 9.9.2 Our Grand piano and organ are very fine instruments. To preserve them for the enjoyment of all residents of Greenbriar, this policy has been established regarding its use:
- 9.9.3 Any qualified musician at an affair sponsored by an activity for the benefit of our residents shall have the right to play them.
- 9.9.4 It is forbidden to use either pianos or organ as stands for drinks or other objects not connected with actual playing at an affair.
- 9.9.5 The first offense will result in a fine and any cost to repair; the second offense will cause the removal of this privilege from the offender or activity and any cost to repair.

9.10 SEWING ROOM

- 9.10.1 There are Singer portable sewing machines available. The machines may be used by residents who have adequate knowledge of sewing machines, and are available any time, except when the room is in use.
- 9.10.2 A key to the Sewing Room is hanging on the rack in the Art & Recreation Room.
- 9.10.3 Please disconnect all electric plugs when finished and leave the room in the same condition as you found it.
- 9.10.4 If you have any problems with the machines, go to the Administration Office for help.

9.11 CERAMIC/ HOBBY ROOM

- 9.11.1 The ceramic/ hobby room has been established for residents use only.
- 9.11.1 No resident may use the ceramic /hobby room to produce articles for monetary gain.

9.12 FACILITIES AND AMENITIES LIST

Billiards Bocce Courts Card Room Ceramic/Hobby Craft & Sewing
Exercise Room Golf Course Lake Area & Walking Path Library Movies
Pickleball Court Ping-Pong Sauna Shuffleboard Court Swimming Pools
Woodworking Shop Greenbriar Bus

9.13 SWIMMING POOL RULES AND SAFETY REGULATIONS

- 9.13.1 The rules and regulations pertain to the entire fenced-in area surrounding the swimming pools. They are with the sole intent to ensure a safe and pleasant experience for residents and guests. Children must be between 3-17 years of age.

9.13.2 Hours

- Residents and guests 18 years and older hours are 10am-closing daily.
- Guests ages 3-17 hours are 10am-12pm and 4pm-6pm daily
- Guests ages 3-17, are not permitted in the lap pool at any time.

9.13.3 POOL RULES

- Children must be 3-17 years of age, children under 3 years are not permitted in the pool or pool area
- Badges are required for entry and must be visibly worn by all residents and guests.
- All guests must be accompanied by a resident.
- Children must be always accompanied by a resident with a badge. This person is responsible for the children's actions and must accompany the child in the pool.
- GLASS CONTAINERS of any type are NOT PERMITTED. Food and drink are allowed only at your chair and/or table. Please clean up after yourselves.
- Any person showing evidence of any communicable skin disease, inflamed eyes, cold symptoms, nasal or ear discharge, or any other communicable disease will be denied entry.
- Any person with excessive sunburn, open blisters, wounds or bandages will be denied entry.
- Please do not enter the pools if you are experiencing or recovering from diarrhea or have had symptoms of gastrointestinal (stomach) disease within the past seven (7) days.
- Adults or children wearing incontinence undergarments, diapers, and/or plastic pants will not be allowed in the pools.
- Children should be encouraged to use the restroom before entering the pool. Please immediately report all "accidents" observed in the pools to a pool attendant.
- No animals, except service animals, shall be allowed on to the pool deck, dressing rooms, or any other parts of the enclosure.
- Conduct that endangers the safety and comfort of others is prohibited.
- Outdoor bathing shall be prohibited during an electrical storm.
- Persons suspected of being under the influence of drugs or alcohol shall be prohibited from entering the pools and security will be notified.
- Swimmers interested in swimming laps may do so in the lap pool, in the reserved roped-off lane. This lane divider is permanent and shall not be removed.
- Toys, floating objects, snorkels, fins, etc. are not allowed in the pool. Arm swimmies, noodles, life preservers and similar floatation devices are permitted.
- Bathing attire is not permitted in the clubhouse. Entrance to the restrooms must be made from the pool area only. A covering wrap is required outside of the fenced -in area and in the clubhouse. Individuals must be dry to enter the clubhouse.
- All persons using the pool must wear acceptable bathing attire (no cutoffs or clothing are allowed).

- We ask that swimmers shower prior to entering the pool water.
- Bicycles, scooters, and strollers are not allowed in the pool area. Handicap scooters and wheelchairs are permitted but must always keep away from the pool edge.
- Smoking is not permitted as per local ordinance and is only allowed in designated areas.
- No ball playing, running, rough play, diving or jumping into the pools is permitted.
- Swimming is prohibited when the clubhouse is closed. Pools must be vacated by 10pm.
- Evening swimming from 6pm-10pm is limited to adults 18 and over and is at your own risk. Swimming alone is prohibited; another person must be present.
- No one is to sit within 4 feet of the edge of the pools. This includes handicap scooters, wheelchairs, lounge chairs and anything that impedes the area around the pool. In addition, sitting on the edge or stairs of the pool is prohibited.

9.14 GOLF COURSE

In order that residents of Greenbriar and their guests may use the facilities of the Greenbriar Golf Course to the very best advantage, rules of play were formulated to insure equal opportunity and enjoyment for all golfers, regardless of their skill or experience or their lack thereof.

No fees of any kind are charged for playing on the Greenbriar Golf Course. It is hoped that this no-charge status can continue indefinitely. The active cooperation of all players in abiding by rules adopted to keep greens maintenance costs manageable will be of substantial help toward having the no-charge status remain in effect.

The rules and regulations, both set forth here, and the rules of play, are essential to proper play and conduct of the Golf Course.

9.14.1 GOLF COURSE RULES

Please read the following rules prior to playing and abide by them. The rules are to protect the course and for the safety and enjoyment of all golfers.

- Play requires ID badges, clubs, and shoes (non-metal spikes or flat soled).
- Non-players are not allowed on the course.
- No dogs are allowed on the course.
- Guests (even with ID badges) are not allowed on the course unless accompanied by a resident.
- The Course is automatically closed during a thunderstorm.
- Tee off on the mats only. If wooden tee is used, it will be placed in mats.
- Don't put club carriers or bags on the greens. Remove the flag carefully and place it off the green.
- Replace all divots and rake the sand traps (from the bottom up when possible) and repair ball marks on the greens.
- The putting green can be used for chipping practice, except when golfers are practicing putting.

- On tournament days, the course is reserved first for those who have entered the tournament.
- Be aware of the damage a moving ball or club can do. Play it safe and enjoy the game.

The Greenbriar Association tries to keep the course in the best possible condition, golfers should also help to protect the course. The course is here for your enjoyment.

The course can be closed for maintenance. If they elect not to close the course and work on it, golfers are expected to play around them. Avoid any play that would put a worker in danger or that would interfere with them completing their work.

9.15 BOCCE COURTS

The Bocce courts are open for games daily. The courts are located by the Shuffleboard courts behind the Clubhouse. Bocce ball sets are kept in a storage area by the courts. Contact the Patrol for keys.

*See published rules and regulations at the Bocce courts.

9.16 SHUFFLEBOARD COURTS

9.16.1 Guests are not to use the shuffleboard equipment unless accompanied by a member. They must also have guest badges.

9.16.2 Time on the court is limited to one hour, when others are waiting to play.

9.16.3 Walking on the courts is prohibited.

9.16.4 Courts and shuffleboard areas are to be left clean.

9.16.5 Use rubber end of cue when moving discs. Do not lean on the cue at any time.

9.16.6 Tournament games will take precedence over other games.

9.16.7 At the completion of play:

- Store equipment in racks in cabana
- Clean scoreboard
- Last player(s) turns out lights.
- Last player locks door of cabana housing equipment.
- The last player returns key of equipment cabana to the Clubhouse.

9.17 LAKE AREA

9.17.1 All Resident and their Guests shall make use of the lake area at their own risk.

9.17.2 All Adult and Minor guests shall be always accompanied by a resident in accordance with Greenbriar's Security Rules.

9.17.3 The lake area opens at dawn and closes at dusk each day.

9.17.4 No vehicles are permitted in the lake area after dusk. Violators will receive a one-time warning. If the vehicle is not moved immediately, it will be towed (N.J.S.A. 56:13-7 et. Seq. & N.J.A.C. 13:45A-31)

9.18 GROUP USE OF FACILITIES

Upon approval by the Board of Trustees, the following types of group activities are permitted to meet in the Clubhouse:

- 9.18.1 Charitable or service activities benefiting the community or its environs.
- 9.18.2 Activities dedicated to raising funds for specified purposes other than the above, and open only to club members.
- 9.18.3 Activities for which there is a charge and open to all residents on equitable and uniform terms.
- 9.18.4 Activities organized for specific training under a professional instructor who is paid on a fee basis and is, therefore, using the facilities as a vehicle for income without bearing facility use cost and/or being responsible for liabilities that might arise therefrom.

9.19 CHARITABLE ACTIVITIES

These activities will not be charged for regular scheduled meetings, if there is no fee or admission charge. However, any fund-raising activity, however subtle, will be subject to a 15% donation of the net amount collected.

9.20 FUND RAISING ACTIVITIES

Activities dedicated to raising funds for specific purposes are usually one-time affairs for hospitals, churches, outside service organizations and special fund-raising drives. These activities will be charged a donation of 15% of the net amount raised.

9.21 ACTIVITIES FOR WHICH THERE IS A CHARGE

These activities presently consist of Greenbriar Entertainment Groups and Cafe Night.

Since these groups use the facilities of the Association and charge the residents of Greenbriar to attend these affairs, the Board of Trustees directed that they become Greenbriar Sponsored Activities; that the tickets shall be handled by the Association that the bills properly vouchered shall be paid by the Association, including accountable advances necessary for their operation and approved by the Trustees; and that all profits accruing shall be put into Association funds. The members of the committees may follow their normal course of operation.

- Bingo: all residents pay for their own cards for each game played
- Cafe Night: residents may purchase their tickets from the Greenbriar office
- Special Affairs – tickets may be purchase from the Greenbriar office, New Year's Eve Dance, Valentine's Day Dance, St. Patrick's Day Dance, Memorial Day Picnic, July 4th Picnic, August Night Under the Stars, Labor Day Picnic and Halloween Dance.

9.22 INSTRUCTED ACTIVITIES

These activities presently consist of Aerobics, Strength Training, and Zumba

9.22.1 Outside teachers will be charged 15% of their net revenue. The activity chairperson will be responsible for collecting the 15% and remitting the same to the Association.

9.22.2 Residents will NOT be allowed to charge any fees for teaching any type of activity in the Clubhouse. By terms of our Covenants and Restrictions, only the Greenbriar Association is permitted to charge reasonable fees.

9.23 FREE ACTIVITIES

PLEASE NOTE: Some of the following activity committees may charge nominal fees to fund the social gatherings/events of their members. **For Current Chairperson Contact Information call the Office.**

Advanced line Dancing	Bocce Club	Book Discussion Group
Bowling Leagues	Briar Patch Community Garden	Conversation Group
Chair Yoga / Yoga Group	Corn Hole	Community Yard/Garage Sale
Conversation Group	Duplicate Bridge	Goldentones
Golf Club	Greenbriar Entertainment CMTE	Greenbriar Times
Italian Club	Kiwanis Club	Ladies Golf Club
Library Group	Crochet & Knitting Group	Library Group
Mah-Jongg	Pickleball	Shuffleboard Club
Social Club	Tai Chi Class	Travel Club

9.24 PRIVATE PARTIES

9.24.1 Residents of Greenbriar desiring to rent the Clubhouse for a social affair may do so. Upon completion

of the following a reservation will be considered confirmed:

- A reservation form completed with all necessary information is submitted to the GB Office
- Reservation Date and Time is identified as available by GB Office
- The board has approved the Affair/event. is determine

9.24.2 Rules for Use of Clubhouse Rentals

- Tables, chairs, kitchen facilities and equipment may be used any time when having an affair at the Clubhouse. Sponsors of the affair are required to restore the facilities to the condition in which they were found.
- The person or persons sponsoring the affair will have the responsibility for any damage to the Clubhouse premises or the equipment. Guests should be so advised.

- Responsibility for judgment of damage or cleanup rests with the Administrator or Trustees.
- A \$300.00 guarantee against damage and proper cleanup must accompany each application at least 30 days in advance of the date.
- All affairs must be terminated not later than 1am.
- Kitchen check list must be completed by individuals or their caterer.
- Parties must be confined to the room reserved. NO food or drink may be carried to other areas of the Clubhouse. NO smoking.
- Simultaneous parties in the Clubhouse are not permitted.
- Children must not roam in the Clubhouse or use the restrooms unless accompanied by an adult.
- The Meeting room is restricted to meetings and conferences.
- No dates or arrangement are final until approved by the Board of Trustees.
- No glitter or confetti of any kind is to be used as decorations. No decorations are to be adhered to the walls or shelves. Limit decorations to the tables.
- Candles, lanterns, etc., are strictly prohibited. These items create a fire hazard.
- Once tables are set up by Greenbriar staff they are not to be moved. If tables are moved during the party security will be notified and the party will cease while tables are returned to their original positions. Tables are set up to meet fire safety standards.
- Please attach sketch of requested room setup for Greenbriar staff.

The cooperation of Greenbriar and their guests with these minimum regulations will assist in reducing the wear and tear on the Clubhouse, the equipment, and furnishings; also, to keep custodial expenses at a minimum.

9.25 AUDITORIUM RENTAL FEES:

Middle Auditorium.....\$350.00
 Front Auditorium.....\$400.00
 Entire Auditorium.....\$600.00

*GUARD FEE: All parties require a security guard. The fee is \$15.00 for each hour of the party.

9.26 GREENBRIAR BUS

9.26.1 BUS SCHEDULE

There bus operates Monday through Friday, there is no bus service on the weekends.

DAY	START	LOCATION	DEPART
Monday Morning	9:15AM	Stop & Shop – Pt. Pleasant	11:30 PM
Tuesday Mall Trip	9:15AM	Different Each Week	2:00 PM
Wednesday Morning	9:15AM	Walmart- Brick	11:30 AM
Friday Morning	9:15AM	Shoprite Brick	11:30 AM

SCHEDULE IS SUBJECT TO CHANGE. Daily schedule is listed each month within the Greenbriar Times Calendar

The bus does not operate on: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas

9.26.2 The bus starts from the Clubhouse. If you are unable to leave the Clubhouse but will stop by the Community if there is room for more passengers.

10 PROPERTY MAINTENANCE

10.1 No property owner, tenant or individual in control of property within Greenbriar shall store, maintain or accumulate within the front & side or back yards any debris, junk, construction materials, discarded household furnishings, unregistered motor vehicles, cut tree limbs, shrubs, dirt or other residue from landscaping.

Whenever it is determined by The Greenbriar Association that there has been a violation of this regulation, the homeowners, tenant or individual in control of the property shall be given 48 hours written notice to abate the violation after which The Greenbriar Association shall have the right, but not the obligation, to remove the debris or other material defined above from the property and bill the property owner at the rate of \$100.00/man hour plus costs of cartage and disposal.

10.2 No property owner, tenant or individual in control of property within Greenbriar shall allow plant growth on their property to infringe on a neighboring property or common ground so as to create a hazard or nuisance.

If the Association determines that there has been a violation of this regulation, the homeowner, tenant and individual in control of the property shall be given 48 hours written notice to abate the violation after which The Greenbriar Association shall have the right, but not the obligation, to cut and remove the infringing plant growth from the property and bill the property owner at the rate of \$100.00/man hour plus costs of cartage and disposal.

10.3 No property owner, tenant or individual in control of property within Greenbriar shall allow their residence and property to become structurally deteriorated, not properly maintained, infested with vermin, or otherwise in a generally unsanitary condition to

constitute a menace to the health, safety, welfare and reasonable comfort of the other residents of Greenbriar.

If the Association determines that there has been a violation of this regulation, the homeowners, tenant or individual in control of the property shall be given 48 hours written notice to abate the violation after which The Greenbriar Association shall have the right, but not the obligation, to remedy the condition constituting a menace to the health, safety, welfare and reasonable comfort of the other residents of Greenbriar, and bill the property owner at the rate of \$100.00/man hour plus costs of material, cartage and disposal.

10.4 MAINTENANCE SERVICES PROVIDED

10.4.1 Lawns and Common Grounds

- Fertilizing
- Spraying weeds, insects and fungi
- Dethatching & over seeding periodically; lawns only.
- Mowing
- Edging
- Trimming

10.4.2 Production Trees and Shrubs (No Personal Plantings)

- Trimming and pruning
- Replacing dead trees on front lawns
- Spraying for insects and fungi

10.4.3 Irrigation - Complete maintenance of the irrigation system

10.4.4 Exterior Maintenance

- Roof stacks - caulking
- Asbestos shingles - replaced if damaged by employees.
- Gutters - refasten loose gutters.

10.4.5 SNOW REMOVAL (Policy)

- Snow Plowing of the driveways is provided by the landscaping contractor, except for medical emergencies. In case of medical emergencies, the Greenbriar Association will clear the driveway.
- The decision to plow driveways is based upon Brick Townships decision to plow the public roads. If Brick Townships determines that it is necessary to plow, Greenbriar's landscape contractor will then plow the driveways.

- Cleaning of the driveways will begin once the township has plowed the roads within the community.
- Every attempt will be made to clear the driveways in a timely manner. However, due to the variables involved in winter storms the Greenbriar Association cannot guarantee the amount of time it will take to complete the plowing of driveways.
- It is the Homeowners responsibility to salt, sand, and remove excess snow as needed.
- Driveways will not be plowed if they are obstructed with vehicles, trash cans or any other object(s). All flowerpots, solar lighting, and lawn decorations in the vicinity of the driveway must be removed or clearly marked with a 4' minimum reflective snow steak. Garden Beds and edging/borders along the driveway should be marked in the same manner. The Greenbriar association, its employees, and/or their contractors is not responsible for damages caused to items on or around the snow clearing areas.
- **Parking of vehicles on the street while snow is falling is prohibited by Brick Township (Ordinance 288-53)** In the event a vehicle is not moved off the street, it will be towed and held until the owners pay the charges.

YOU ARE ADVISED THE BRICK TOWNSHIP DEPARTMENT OF PUBLIC WORKS IS RESPONSIBLE FOR SNOW REMOVAL AND WINTER MAINTENANCE ON ALL PUBLIC STREETS WITHIN GREENBRIAR. **THE GREENBRIAR ASSOCIATION DOES NOT PLOW OR MAINTAIN THE ROADS WITHIN THE COMMUNITY.** FOR MATTERS INVOLVING THE ROADS PLEASE CONTACT PUBLIC WORKS AT (732) 451-4060

10.5 OTHER SERVICES OF THE GREENBRIAR ASSOCIATION

- Operates a transportation system (Bus) and schedules local shopping trips.
- Provides Community Patrol 3 shifts (24 hours per day), 7 days per week; receives reports; sets up check stations.
- Maintains the physical properties of the Clubhouse, swimming pools, shuffleboard courts, bocce courts, golf course and other facilities.
- Publishes a news bulletin, structures activities.
- Prepares and controls yearly budget, purchases, and accounting.
- Schedules regular and special meetings for the benefit, information, and action of the Greenbriar residents.
- Maintains a closed-circuit TV system and broadcasts matters that are informational, entertaining, and educational.
- Utilizes an All-Call system to notify all residents of local information and emergencies.

10.6 GARBAGE AND TRASH REMOVAL

- 10.6.2 Garbage removal and recycling is provided by The Brick Township Department of Public Works, located at 836 Ridge Road, Brick, NJ 08724.
- 10.6.3 All residents are required to use automated garbage cans (Robo Cans). They are available through the Brick Township Department of Public Works.
- 10.6.4 Cans should be placed at the curb no earlier than 4pm prior to the scheduled pick up, placed out no later than 6am of your collection day.
- 10.6.5 Cans must be stored in the garage whenever possible. If that is not possible, they must be placed at the side of the house behind an approved enclosure or shrubs. Approval by the Architectural Review Committee is required for either. Garbage cans must not be visible from the street.
- 10.6.6 Please do not put leaves, recyclable materials, brush, branches, construction material, hot embers, or household materials in your automated cans.
- 10.6.7 The following items are recycled: newspapers, glass, tin, aluminum, #1 and #2 plastic containers and corrugated cardboard (broken down and tied). Recycling day is Monday.
- 10.6.8 Bulky objects not considered garbage. Brick Department of Public Works provides bulk pick up, call to arrange at the number listed below.
- 10.6.9 For more information regarding trash removal, please contact Brick Township Public Works at (732) 451-4063.

10.7 SERVICE REQUESTS

- 10.7.2 A written request must be filed for all services, except irrigation. (See below)
- 10.7.3 Telephone requests will not be accepted by the Administration Office unless there is a dire emergency, and serious consequences may occur.
- 10.7.4 Forms are available in the Administration Office and at the Administration office.
- 10.7.5 Fill out according to instructions, including name, address, date, and nature of complaint.
- 10.7.6 Recorded date of application will avert any disputes as to how long ago a request was filed.
- 10.7.7 File completed form with the Service Desk in the Administration Office, Monday through Friday, 9am to 5pm or in the receptacle slot located in the front lobby (Patrol Office) or the receptacle slot in the wall outside of the Administration Office's meeting room.
- 10.7.8 If you are not satisfied with service performance, contact the Administration Office for an appointment to discuss the problem.

10.7.9 If still not satisfied, write to the Board of Trustees stating all the pertinent facts of your case and asking for a full review. If the Trustees feel there is merit in your case, you will then be called for an interview for further information.

10.8 GREENBRIAR RESIDENT PAID SERVICES (REVISED 2022)

Greenbriar Association Grounds Department provides additional services to our residents for a fee. These services extend beyond the normal maintenance provided by the Association, which are included in your monthly HOA fees.

The following services currently available for a fee:

Soffit Screens – Replacement1st Screen is free, \$20.00 each additional screen

Gutter Cleaning..... \$75.00

Garbage Can Enclosures

Single Panel Installation, Material Included \$95.00
Two Panel Installation, Materials Included..... \$145.00
Three Panel Installation, Materials Included..... \$175.00
Installation Only, up to three Panels.....\$75.00

Street Address Display: Attached to House \$30.00 + Cost of Numbers

Shrub Removal:

0-25 ft. -\$75.00 2 ft – 4 ft - \$100.00 Over 4 ft - \$40.00 per foot

Tree Removal:

0 – 6 ft - \$135.00 6 ft – 10 ft - \$250.00 Over 10 ft - \$75.00 per foot

within acc

Within Acceptable Limits

Curb Side Pick Up (shrubs, branches, clippings etc.)

Small (single shrub, small pile of branches, clippings) no charge.

Medium to large piles - \$65.00 and up.

Miscellaneous Projects – individual applications will be considered for approval at the rate of \$50.00 per man hour plus the cost of material (1/2 Hour minimum charge)

ALL PRICES ARE SUBJECT TO CHANGE

10.9 IRRIGATION SERVICE REQUESTS

Irrigation work orders are different than Greenbriar work orders and therefore may only be obtained by coming to the Administration Office and requesting same.

CAUTION: UNDER NO CIRCUMSTANCES MAY A RESIDENT TAMPER WITH OR ATTEMPT TO CORRECT ANY IRRIGATION EQUIPMENT UNDER PENALTY OF A SUBSTANTIAL FINE

11. EXTERIOR CHANGES AND/OR ADDITIONS ARCHITECTURAL CONTROL COMMITTEE

From the By-Laws, page 18, Article V

“Section 1. ESTABLISHMENT: The “Architectural Control Committee” is hereby established to be composed of multiple members, said members to be appointed by the Board of Trustees.

Section 2. ARCHITECTURE AND CONSTRUCTION: No building, fence, walk-way, excavation, or grading operation shall be commenced, erected, or maintained upon the properties; nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee.

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. If the resident proceeds with the alteration that was denied, a fine will result.

11.1 IMPORTANT NOTICE TO RESIDENTS

The Board of Trustees advises residents that certain types of alterations require TOWN HALL PERMITS in addition to approval by the Greenbriar Association Architectural Control Committee.

Failure to obtain a TOWN HALL PERMIT, which must be posted in a visible place PRIOR to any work being done, is punishable by a minimum Town fine of \$500.00. The homeowner, not the contractor, is liable for payment of the fine. So, do not permit your contractor to start work until a Town permit has been issued.

REQUIRING TOWN HALL PERMITS (Subject to the following Association restrictions)

- Vinyl Siding - Color sample must be approved.
- Patio - Dimensions limited, based on individual situations.
- Porch Enclosures - Dimensions limited, 50% glassed-in windows with HVAC.
- Decks – Dimensions limited.
- Air Conditioners / Generators
- Window – Size Change
- Solar Panels
- Removal of materials constructed of or containing Asbestos.
- Driveway Excavation and Replacement

11.2 CONTRACTOR HOURS OF OPERATION working in Greenbriar are - Monday through Friday 8am - 6pm, Saturday 8am-4:30pm. No work is to be done on Sunday unless it is an emergency (must contact security).

11.3 ASSOCIATION APPROVAL ONLY (No Town permit required, subject to the following restrictions)

- Garage door – color approval
- Window Replacement - Same size only
- Exterior Painting - Color sample to be approved.
- Retractable Awning - Color sample to be approved.
- Shutters - Color sample to be approved.
- Roof
- Driveway Asphalt Topcoat
- Color of Vinyl Siding
- Flagpole
- Landscaping & Plantings
- Storage Shed – Approved size material type and placement only.

11.4 APPLICATION FORMS FOR ALTERATIONS

Forms are available in the Administration Office; if you have questions, the Office will gladly assist you. The Architectural Control Committee will try to turn around the application within a few days on routine applications. If an application is not routine, the application might have to be approved by the Trustees. A member of the Architectural Control Committee may visit your home to answer any questions you have.

- 11.4.1 After your application has been approved, EXTERIOR ADDITIONS, such as porches, porch enclosures and patios must then also be approved by the Brick Building Inspector.
- 11.4.2 Failure to get a Brick Town permit is punishable by a minimum Township fine of \$500.00.
- 11.4.3 Any resident who has work done on the outside of their home before it has been approved by the Architectural Control Committee, will be fined \$125.00 by the Association. This fine will be compounded dependent on violation.
- 11.4.4 If a sprinkler function on the applicant's property or a neighbor's property is interfered with in the erection of an addition or alteration, it will be rectified by the Association and charged to the applicant. The same holds true if a personal planting interferes with sprinkler coverage. A mark out must proceed any groundwork from the irrigation vendor.
- 11.4.5 No curb type material shall be installed along the sides of the driveway from street curb to the house front or garage, except if it is ground level. Any unit owner with such a condition must remove it or forfeit the right of snow removal from his driveway and lawn mowing.
- 11.4.6 Any resident who obtains permission to erect a trex or aluminum porch, or patio, or any type of structure must agree to remove one (1) foot of growth around said structure or waive any responsibility of the Greenbriar Association for any damage to the structure, patio, or patio carpet by maintenance and/or lawn mowing equipment.
- 11.4.7 The time limit to complete any exterior repairs or additions is 90 days from the date of the permit. An extension of time can be granted, if needed, by the Architectural Control Committee.
- 11.4.8 Sprinkler Head Relocation may occur only when approved and determined necessary by Greenbriar. You are responsible for the expense of relocating.
- 11.4.9 Additional Sprinkler Heads may not be installed, each well and the area of sprinklers it feeds are designed to distribute the necessary amount of water. Adding heads diminishes the water supplied to the entire area.
- 11.4.10 Damage to Irrigation System When undertaking approved landscape the Owner /Resident is responsible to pay for any damage to the irrigation system.

11.5 PATIO/PORCH ADDITIONS AND ENCLOSURES

- 11.5.1 A Brick building inspector's permit is required for all porch additions and enclosures.
- 11.5.2 A plot plan must be submitted to the Architectural Control Committee
- 11.5.3 Permanent patio enclosures shall be constructed or appropriate patio enclosures materials, i.e., aluminum and/or pressure treated lumber framework and screening. (Florida Rooms require Brick Township permits)

11.6 DUMPSTERS

- 11.6.1 Dumpsters for construction – Permit expires in 30 days; however, you can request extensions

- 11.6.2 All dumpsters must be kept clean, neat, & covered.
- 11.6.3 Determination of dumpster placement on driveway or street shall be project specific.

11.7 PATIOS

- 11.7.1 Concrete and Paver patios require Brick Township permits along with approval from the Architectural Control Committee.
- 11.7.2 Patios shall be of approved materials and per specifications of the Town of Brick.
- 11.7.3 Patios located at the front of the house shall not exceed a maximum of 8 feet from the front foundation wall. The installation of front porch structures is prohibited.
- 11.7.4 Patios less than 8 feet maximum may have plantings that extend to the 8-foot allowable limit.
- 11.7.5 Patios located at the back of the house shall not exceed a maximum of 10 feet from the original back foundation of the home.
- 11.7.6 Footing shall be installed if a porch is to be installed over a back concrete patio later, as per Brick Town regulations.
- 11.7.7 A Dimensional drawing of the plan for all types of patios must be submitted to the Architectural Committee and approved, prior to the start of any work on the project.
- 11.7.8 Front Patio dimensional drawings shall include access to the sewer clean out valve, (located within the front 8-foot planting area)
- 11.7.9 All mark outs are the responsibility of the homeowner/contractor and shall be completed prior to any work on the project.

11.8 DECKS

- 11.8.1 Deck construction requires Brick Township permits along with approval from the Architectural Control Committee.
- 11.8.2 Within Greenbriar Decks shall be constructed solely of pressure treated lumber framework and composite deck material and per the specifications of the Town of Brick.
- 11.8.3 Decks located at the front of the house shall not exceed a maximum of 8 feet from the front foundation wall.
- 11.8.4 Decks less than 8 feet maximum may have planting that extend a maximum of 10 feet from the original back foundation of the home.
- 11.8.5 A Dimensional drawing of the plan for all decks must be submitted to the Architectural Committee and approved, prior to the start of any work on the project.
- 11.8.6 Front Deck dimensional drawings shall include access to the sewer clean out valve, (sewer clean out valves is located within the front 8-foot planting area).
- 11.8.7 All mark outs are the responsibility of the homeowner/contractor and shall be completed prior to any work on the project.

11.9 WINDOW REPLACEMENTS / SIZE CHANGE

An application for approval by the Architectural Control Committee is required, with a sketch showing the type of window, size, location, and material. No window may be installed above the existing header or top of existing window. Town approval for size change is required. No window guards or bars of any kind are permitted.

11.10 AWNINGS

11.10.1 Window awnings, door or patio covers which are made of acrylic cloth with retractable arms that fold into a container is generally approved. A sample of the fabric and color should be attached to the Alteration Agreement. Excludes garage door.

11.10.2 Small aluminum type awnings over the front door or windows only are acceptable upon approval in advance by the Architectural Control Committee. Excludes garage door.

11.11 GARAGE DOOR REPLACEMENTS

Aluminum and fiberglass are acceptable and must be approved by the Architectural Control Committee. A piece of literature indicating the material and showing an illustration should be included with the Alteration Agreement.

11.12 EXTERIOR PAINTING

11.12.1 The property owner is responsible for the painting of all shingles or siding on their home.

11.12.2 Approval from the Architectural Control Committee is required for all exterior painting.

11.12.3 A sample of the proposed paint color must be submitted along with the application for home alterations.

11.12.4 Trim, shutters and garage doors must be an approved color.

11.13 AIR CONDITIONERS

Application for approval is required to install additional air conditioning units. Window units that do not require outside support are generally acceptable. Installation may be located within side windows of the home only.

11.14 DRIVEWAY REPLACEMENTS

Approval by Brick Township and the Architectural Control Committee is required for all driveway replacements or changes to the current dimensions.

For the Elm Models

11.14.1 The driveway must be made of concrete, blacktop, or concrete pavers.

11.14.2 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.

11.14.3 It must not protrude past the garage wall.

- 11.14.4 The 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).
- 11.14.5 The walkway must not be paved over with asphalt.
- 11.14.6 A sketch must be provided with a mark out to the Administration office and the Architectural Committee for approval before proceeding.
- 11.14.7 Curb cuts may not be done without a Brick Township Permit.
- 11.14.8 All grassed areas must be returned to their original condition.

For all other models

- 11.14.9 Homeowners may widen the driveway from the external side of garage to the house.
- 11.14.10 Homeowners may not widen driveway to exceed the footprint of the house.
- 11.14.11 Curb cuts may not be done without a Brick Township Permit.
- 11.14.12 All grassed areas must be returned to their original condition.

11.15 ROOF REPLACEMENTS

- 11.15.1 The Association does not repair or replace roof shingles.
- 11.15.2 When replacing a roof, the color must be approved by the Architectural Control Committee.

11.16 LANDSCAPING PLANTINGS

- 11.16.1 No personal plantings are permitted on common grounds or on the side of driveway that is not bordering the home. This approval is to assure plantings do not impede mowing operations. ALL exceptions must be submitted to the Board for approval.
- 11.16.2 A sketch showing number, variety and location of proposed planting exceptions must be submitted to the Board Approval.
- 11.16.3 Personal plantings are permitted up to 36” from the foundation of the house, on the sides and rear, and a maximum of 8 feet from the foundation in the front of the house. The following plants are prohibited:

- Wisteria sinensis (Chinese Wisteria)
- Clematis ternifolia (Japanese clematis)
- Lonicera japonica (Japanese Honeysuckle)
- Acer platanoides (Norway maple)
- Euonymus alatus (Winged Burning Bush)
- Berberis thunbergii (Japanese Barberry)
- Viburnum dilatatum (Linden Viburnum)
- Miscanthus sinensis (Chinese Silver grass)
- Bambusoideae (Bamboo)
- Wisteria floribunda (Japanese Wisteria)

- Hedera helix (English Ivy)
- Ampelopsis brevipedunculata (porcelainberry)
- Pyrus calleryana (Callery/Bradford pear)
- Euonymus fortune (Wintercreeper)
- Buddleia spp (Butterfly Bush)
- Spiraea japonica (Japanese Meadowsweet)
- Paulownia tomentosa (Princess Tree)

- 11.16.4 Despite the granting of permission, any damage done to sprinkler and/or utility lines by homeowner's plantings shall be charged to the homeowners.
- 11.16.5 If maintenance operations such as sprinkler heads, lawn watering, mowing, etc. are hindered or obstructed by such personal plantings they may be removed, at the owner's expense.
- 11.16.6 The homeowner is responsible to ensure that shrubs do not become overgrown and unsightly and do not reach the height of the soffits. If the homeowner fails to keep personal plantings trimmed, the Association has the right to have the trimming done, and to add the labor costs to the resident's maintenance.
- 11.16.7 Residents are responsible for weed removal in beds. A work order can be submitted.
- 11.16.8 Fees for additional service provided by Greenbriar's Ground Department are listed in the Greenbriar Resident Revised Paid Services Document.
- 11.16.9 Decorative items must be made of materials specifically for landscape use, concrete ceramic, resin, or metal. The resident is responsible for maintaining the items in good repair and satisfactory appearance. Broken items are to be removed promptly.
- 11.16.10 Cafe size tables & chairs and Adirondack type chairs designed for outdoor use are permitted.
- 11.16.11 Holiday decorations may be of any chosen material made for exterior decorative purposes.
- 11.16.12 Holiday decorations may be displayed 2 weeks prior to any given holiday and up to 1 week after the specific holiday, at which time they are to be removed.
- 11.16.13 December holiday decorations are permitted the day after Thanksgiving and up to January 8th of the following year, at which time they are to be removed.

11.17 VINYL SIDING INSTALLATION

- 11.17.1 Asbestos shingles may be covered only with vinyl siding and/or vinyl shakes. Please note removal of any asbestos materials requires a brick township permit.
- 11.17.2 In addition to completing the application, a release form must be signed, and color or colors must be submitted and approved.
- 11.17.3 It is recommended that a buffer zone of two (2) feet to three (3) feet be created to protect the vinyl siding at the bottom of the foundation.

11.18 FLAG POLES

- 11.18.1 A flagpole may only be in the front 8-foot planting area, NOT IN THE LAWN.
- 11.18.2 The maximum allowable height is 20 feet from the ground level to the top of the flagpole. If the flagpole is metal, it must also be grounded.
- 11.18.3 A completed application submitted to and approved by the Architectural Control Committee is required prior to the installation or erection of a flagpole.
- 11.18.4 The resident agrees to maintain the flagpole in satisfactory appearance or to pay the cost to have this work done as arranged for by the Board of Trustees of the Greenbriar Association.

11.19 DUPLEX HOMES

Alterations or painting to duplex homes shall be compatible with each other. This will apply to such items as a new roof, driveway replacement, painting, and new siding.

11.20 FIXED GAS BARBECUES GRILLS

- 11.21.1 A Brick permit must be obtained, and a licensed plumber must install the barbecue.
- 11.21.2 The barbecue must be installed on at least a 4 x 4' concrete slab adjacent to the patio.
- 11.21.3 If you do not have a patio, you must install at least a 4' x 6' raised concrete slab for the barbecue.
- 11.21.4 Check with the office at least one week in advance of installation. To assure approval has been granted.
- 11.21.5 The installation of exterior fixed "gas" lights/lanterns on lawns of the homes is NOT allowed.

11.21 PORTABLE GAS BARBEQUE GRILLS AND FIRE PITS

- 11.21.6 The storage of grills/fire pits with the propane gas tank attached and/or separate propane gas tanks inside the home, garage or exterior shed are prohibited.
- 11.21.7 Grills/fire pits with attached propane tanks shall be maintained and stored only at the back of the home, a minimum of 5 feet from the home to prevent heat or fire damage.
- 11.21.8 During use they shall be kept a minimum of 5 feet from the home to prevent heat or fire damage
- 11.21.9 It is recommended that the propane tank be disconnected during extended periods of non-use i.e., off season.

11.22 FIREPLACES

- 11.22.1 Interior wood burning fireplaces, stoves, or ovens are prohibited.
- 11.22.2 Exterior wood burning fireplaces, stoves, ovens, chimenea, or fire pits are prohibited
- 11.22.3 The burning of any wood-based product: charcoal, wood pellets or wood smokers, etc. is prohibited.

11.23 HOT TUBS

- 11.23.1 Recreational Hot tubs are allowed upon approval by the Greenbrair Architectural Control Committee and the Township of Brick. No project work may begin prior to required approvals. Swim Spas are not categorized as hot tubs for the purpose of this rule and are not permitted.
- 11.23.2 Hot Tub Installation shall be in accordance with all applicable **Township Above Ground Pool Requirements**. The required Township application documents are listed below; Please Note: the unique nature of some projects may require additional information.
 - A construction application be completed and signed
 - Zoning application (all sections completed)
 - Engineering form (all sections completed)
 - Four true size surveys to scale showing all dimensions and setbacks of existing and proposed structures.
 - Building and Electric Tech must be filled out. Electrical tech and plans must be sealed and signed if a contractor is doing the work.
 - Two (2) Electrical line drawings of field wiring showing conduit, wire sizes, motors, timers, and subpanels signed and sealed.
 - Brochure for the pool and heater.
 - Copy of current Home Improvement Contractor Registration (if work is being completed by a contractor)
 - The original signed pool certification must be completed and notarized.
- 11.23.3 All hot tubs shall be installed in accordance with the following requirements:
- 11.23.4 Hot tubs shall be installed upon an approved concrete or paver patio, the concrete shall be a minimum of 4” in thickness, unless the Hot Tub installation requirements stipulate deeper concrete depths.
- 11.23.5 The maximum allowable water capacity shall not exceed 330 gallons.
- 11.23.6 Placement of the hot tub shall be limited to within 10 feet from the original back foundation of the home. They shall not be visible from the street.
- 11.23.7 The hot tub shall be secured with a locking cover. The cover shall be always locked when the tub is not in use
- 11.23.8 A 4-foot white vinyl fence shall be erected to enclose the hot tub. This fence shall not exceed the side footprint of the home unless there is an original side entry to the home, in this situation the fence may be installed to also encompass the side door entry.

- 11.23.9 HOT TUB DRAINAGE shall be collected through a garden hose and drained directly into the street. At no time shall drainage be released anywhere within the homes yard or common ground.

11.24 FENCING

- 11.24.1 All fencing must be approved by the Architectural Control Committee.
11.24.2 Only white vinyl premanufactured fences will be approved.
11.24.3 Fences must not exceed 48” in height.
11.24.4 Chicken wire is not permitted.
11.24.5 Wood fencing or wood lattice for primary fencing is not permitted.

11.25 GENERATORS

- 11.25.1 Portable Generators are forbidden.
11.25.2 Generator Systems 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
11.25.3 The owner shall obtain all necessary local approvals before installation and provide final approvals (electrical/plumbing) to GBHA before placing generator in operation.
11.25.4 All generators and their location shall be approved by Greenbriar Administrator.
11.25.5 The installation of all generators is still at the discretion of the board.
11.25.6 An electrical generator must be powered and fueled by a natural gas line and permitted from Brick Township to provide electric power during power outages only.
11.25.7 Generator testing is limited to the hours of 10am-4pm.
11.25.8 All generators must be limited to 10KW @ 63 decibels.
11.25.9 Generators must be stationary. They are to be installed on a cement pad 4” thick with a 2” space around the generator on the platform
11.25.10 Generators must be 5’ from all windows and 18” from the house.
11.25.11 The generator shall be connected to the electrical wiring of the house 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.
11.25.12 Generators must be surrounded by a sound barrier natural or fence type.

11.26 STORAGE SHEDS

- 11.26.1 Storage sheds may be a maximum of 36” deep, made only of Vinyl construction.
11.26.2 No more than 2 units per household are permitted.

- 11.26.3 The color and placement must be approved by the Architectural Committee prior to installation. An example of an approved storage shed is available in the Administration office.

11.27 INFLATABLES

- 11.27.1 The use of recreational “Inflatables” within Greenbriar is prohibited. Examples may include but are not limited to the following: bounce houses, slides and obstacle courses wet or dry.
- 11.27.2 Kidde swimming pools inflatable and/or hard plastic are allowed. Inflatable swimming pools may not exceed the following dimensions: 58in round x 13in high. Maximum water capacity of 87 gallons.
- 11.27.3 Inflatable swimming pools are not permitted on Common Ground
- 11.27.4 Placement of inflatable swimming pools shall be limited to within 10 feet from the original back foundation of the home, i.e. the home’s patio/ deck/ landscape area.
- 11.27.5 Pools shall not be inflated for extended periods of time and shall be emptied of water and deflated at the end of each day.
- 11.27.6. When not in use and off-season storage shall be within the home, garage or approved shed.

11.28 WATER AND SEWER LINES

A water or sewer line breakage or stoppage, whether inside or outside, must be corrected by the owner.

For issues or concerns regarding water and sewer lines, please contact the Brick Township Municipal Utilities Authority. The Customer Service Division is open to assist customers Monday through Friday, 8:00 a.m. to 5:00 p.m. For afterhours emergencies, please call 732-458-7000 and press 1.

12 EXCEPTIONS AND RESTRICTIONS

(IMPORTANT: For other restrictions see the Covenants and Restrictions)

12.1 DRIVEWAYS

A driveway may not be used for the placement or storage of chairs, tables, boxes, etc., nor may the driveways be used as a patio or porch. However, a chair or lounge chair may be placed in the driveway solely for the purpose of being occupied by a resident or guest. Before the end of any day during which a chair or lounge chair is placed in a driveway, it must be removed to the garage, house or patio.

Commercial vehicles, RVs, boats or trailers may not be parked in a resident’s driveway overnight.

12.2 RVs and BOATS /TRAILERS

- 12.2.1 Residents are permitted to keep motor homes, boats and trailers in assigned spaces in the storage yards as determined by the Maintenance Supervisor for a \$200 yearly fee. All vehicles must have current registration and insurance.
- 12.2.2 They are not permitted in a resident's driveway overnight, or in any other common area.
- 12.2.3 A resident may park such a vehicle in the Clubhouse parking lot bounded by Darley Circle overnight on a temporary basis. Approval by the administrative office is required.
- 12.2.4 All vehicles of this nature, and all other commercial vehicles, may only be parked in the spaces within the lot furthest removed from the Clubhouse and adjacent to Darley Circle.
- 12.2.5 No work of any kind is to be performed on or in any vehicle at the location or within the storage yards.

13. PARKING - DAILY, OVERNIGHT, LONG TERM

- 13.1 In accordance with §288-32 Schedule II Parking Prohibited Certain Hours, Section A Street side parking within Greenbriar is prohibited between the hours of 2:00a.m. & 6:00am. Any vehicle parked on the street during those hours shall be issued a warning and repeat offenders towed at the owner's expense.
- 13.2 In Accordance with §288-32...Section B. Vehicles with license plates thereon designating them as handicapped vehicles shall be exempt from the parking restrictions set forth in Section II A.
- 13.3 Residents leaving the Clubhouse to go on tours are requested to park their vehicles in designated areas at the rear of the Clubhouse, to leave adequate parking space for those using the Clubhouse during the day.
- 13.4 Temporary Overnight parking is prohibited in the clubhouse parking lot without a Temporary Parking Permit. Temporary Permits are issued by Greenbriar's Patrol Office.
- 13.5 Long Term Parking: Residents are to apply for a long-term parking permit in the administrative office.

- 13.6 Applications shall be processed upon receipt of all required documents to include a copy of the vehicle's current New Jersey registration and insurance; these documents shall reflect the vehicle, considered, and approved for Long Term Parking, is owned by a Greenbriar Resident.
- 13.7 Upon application approval Resident is to submit the ANNUAL \$200.00 Long Term Parking Fee to the Administrative Office. The annual fee is not prorated.
- 13.8 The Administrative Office shall provide a long-term permit and assign a numbered parking spot.
- 13.9 Each household shall be limited to one assigned long-term parking permit.
- 13.10 Long term parking is limited to the designated parking area at the rear of the clubhouse.
- 13.11 Annual Renewal for Long Term Parking Permits

Renewals are to be submitted each January to the Administrative Office and shall include the following:

- A completed application.
- Vehicle's current New Jersey registration and insurance, which reflect the vehicle is owned by a Greenbriar Resident.
- The \$200 Permit Fee.

13.12 Waiting List for Long Term Parking

- In the event all long-term parking spots are assigned the applicants name shall be added to the Long-Term Parking Waiting List; dated with the submitted application date. Spots are assigned upon availability in chronological order.
- Greenbriar is not responsible for vehicles left in the parking lot. The owner is responsible for ensuring vehicle insurance and registration are always up to date.
- Greenbriar Patrol shall monitor the parking lot and advise the office of Violators.
- Any vehicle, private or commercial, left unattended overnight either without a parking permit or an expired parking permit, is subject to ticketing and towing

14. SUPERVISION OF CHILDREN

- 14.1 Children are not to be left unsupervised when they utilize any Greenbriar Association facility, amenity or activity. Nor are they to play on the banks of the lake or brook where they may slip or fall in.
- 14.2 Residents are responsible for the actions of their guests, of any age. Please see to it that rules covering any activity used by children and guests are read, understood and conscientiously followed.
- 14.3 Any activity such as throwing stones at, or otherwise harming the local wildlife (ducks, geese, gulls, squirrels, etc.) is against New Jersey Environmental Protection laws. Please caution children against this improper behavior.

15. PETS

- 15.1 Residents may have no more than two cats or two dogs in anyone living unit.
- 15.2 Pets are not permitted to run loose in the community at any time.
- 15.3 Dog droppings anywhere in the community must be removed by the pet owner and disposed of in the OWNERS garbage can. Disposing in catch basins or sewers, is in violation of Health Department regulations.
- 15.4 Mowing crews will not mow lawns befouled by dog droppings. Do not allow your pet to urinate on shrubs and plantings. This will kill the plants, which are no longer being replaced by the Association.
- 15.5 In short, be a good neighbor by keeping your dog off other neighbor's lawns and clean up after your pet.

16. PETITIONS

As a matter of general policy, petitions are not allowed in the Clubhouse. They are not to be posted anywhere for signatures nor should anyone be allowed to solicit signatures for such purposes.

The only exception to this rule will be in the direction of the Board of Trustees when the nature of the petition is deemed necessary and/or valuable to the overall betterment of the community and its residents.

17. BOATING

Boating is not allowed on the lake.

18. FEEDING THE DUCKS AND CANADIAN GEESE

Any resident or guest feeding the ducks, swans and/or Canada geese will be fined \$100.00 per occurrence.

19. GARAGE SALES

Garage sales are prohibited. This includes yard, lawn and/or indoor sales.

20. ESTATE SALES

Estate sales are permitted. The Purpose of these sales is to allow the beneficiaries of the deceased to liquidate the contents of the decedent's home.

- 20.1 Estate sales may only be conducted on weekends (Friday, Saturday, & Sunday) between the hours of 9am and 4pm. The sale may be held at any time of the year.
- 20.2 A permit is required to conduct an estate sale and must be displayed at the residence for the duration of the sale.
- 20.3 Applications for the permit are available at the administrative office located in the Greenbriar Clubhouse.
- 20.4 An estate sale sign may be placed at the main entrance but must be neat and presentable to the public. The applicant is responsible for removing the sign at the end of the sale.
- 20.5 The applicant and/or any other individual conducting the sale must keep the streets, sidewalks, and surrounding areas clean and free of litter.
- 20.6 All contents being discarded must be kept in the garage until a bulk garbage pick-up is scheduled by the town. To schedule a pick-up please contact Brick Public Works at (732)451-4063.

21. PUBLICATIONS

No publication issued by any Greenbriar group, organization or individuals using the Greenbriar facilities shall accept any advertisements by a resident offering service in Greenbriar for a fee.

21.1 THE GREENBRIAR TIMES

This is the official publication of the Greenbriar Association and as such is published by and for the members of the community. This newspaper contains information on activities in Greenbriar, editorials and advertisements, the latter to cover the cost of the publishing. Residents receive this paper free of charge.

Also, from time to time, there will be reputable organizations, merchants, or groups offering special discounts on entertainment or merchandise to Greenbriar residents only. These opportunities, if approved by the Trustees, will be printed and inserted into the Greenbriar Times in order that all residents may take advantage of these goods or services.

21.2 TRUSTEES' NOTICES

Trustees Advisory Notices shall be included in the monthly publication of the newspaper, which may include but are not limited to additional rules and regulations, changes in policy, points of concern, and important pending subjects.

21.3 GREENBRIAR TELEPHONE DIRECTORY

The telephone directory is published by the Kiwanis Club of Greenbriar with the approval of the Board of Trustees. An item is inserted in the newspaper and the Communicator informs

all residents when the directory is being compiled. Residents should call if there are any additions, deletions or changes required regarding their listing in the directory.

21.4 BULLETIN BOARDS

The bulletin boards located by the administration area are restricted to notices concerning the business of the Association such as social events.

- 21.4.1 All requests for poster space on the bulletin board must be cleared to the Administration Office. The copy should be reviewed with the Office before the poster is made.
- 21.4.2 Each activity is limited to one (1) poster for each affair.
- 21.4.3 SIZE: Poster size must be approved by Administration.
- 21.4.4 TIME LIMIT: Do not submit posters more than three (3) weeks in advance of the activity date.
- 21.4.5 The bulletin board by the Auditorium is available for residents' classifieds and/or any Clubhouse activity open to the entire community, room permitting.
- 21.4.6 Outside activities on a no-charge basis will be permitted to use the bulletin board upon the approval of the Administrator.

21.5 THE COMMUNICATOR

The Communicator airs on Greenbriar's own television channel 97, 24 hours/day, 365 days/year.

Informative notes are broadcast by the Association and various activity groups.

- As with the bulletin boards, any activity may broadcast information that has been approved.
However, there is a time limit of two (2) weeks preceding an event that an item may be aired.
- All requests are approved by the Administration Office and the Board of Trustees.

22. ALL CALL SYSTEM

The Administrator and Board of Trustees will occasionally send out a mass phone communication to alert and advise residents of any activity or emergency that affects the community. Your phone number, preferably one with voice mail, is required to receive these messages. If you change your phone number, please notify the administrative office so we can update our records.

23. SELLING YOUR HOME

Regulations regarding subsequent transfers - (as stated in the Covenants and Restrictions, (Article VI, Section 3))

Section 3. **TRANSFER OF OWNERSHIP:** No owner shall sell, give, devise, assign, or transfer title, interest or leasehold to his or her Living Unit prior to making full disclosure to the Association of his or her intent to make said transfer, and until said Owner receives written assurance from the Association that the prospective transferee has met all the qualification's required for membership in the Association. If leased, the lease must be approved by the Association, and the lease must provide that its terms are subject to the Covenants and Restrictions, By-Laws, and Rules and Regulations of the Association. This provision is not intended in any way to deprive any member or prospective transferee of his or her rights, privileges and immunities under the Constitution of the United States and the State of New Jersey, and under the laws of said jurisdiction.

The intention of the Association is to strictly maintain a community providing for and meeting the needs of those people 55 years of age and older.

Section 4. **PURCHASE:** No member of the Association as defined in Section 1 of Article III shall be less than the age of 55 years; provided, however, that in the event a Lot or Living Unit is owned by Husband and Wife as tenants in the entirety, only one owner must meet the requirements of this article. No transfer as described in section 3 of this Article shall be made to any prospective purchaser or to any person less than the age of 55 years, subject to the exception herein.

Section 5. **CHILDREN:** No sale, gift, devise, lease, assignment, pledge or transfer shall be made by an owner-member of a Lot or Living Unit to any prospective transferee who has or shall intend to have residing in the Living Unit a child or children under the age of 18 years, as a member of a family order or any other relationship other than a temporary visit specifically provided for herein.

SELLER'S RESPONSIBILITIES:

- On receipt of a deposit for the sale of any home in Greenbriar, all prospective buyers' "MUST" be informed that they are to go to the Administration Office with proof that at least one member of a husband-and-wife couple meets the age requirement of 55.
- In no way can a "TRANSFER OF OWNERSHIP" be made to anyone under 55 years of age without another person who is 55 years of age or older. You must also advise the Greenbriar Association of your intent to make said transfer, and you must receive written assurance from the Association that the prospective transferee has met all the qualifications to membership in the Association.
- It is your responsibility as the seller to see that the purchaser has a copy of the Covenants and Restrictions; By-Laws, and Rules and Regulations which are now in effect at the time of the sale of your home.
- The prospective buyer must also be informed that there is also an obligatory one-time Association membership fee of \$1,645.00 with a return of \$250.00 after meeting with the Homeowners' & Renters' Committee.

24. ADVICE TO PURCHASER

- 24.1 Upon payment of the membership fee, and completion of meeting with the Homeowners & Renters Committee, new residents should come to the Administration Office for their permanent recreational badges. New residents may also receive a Greenbriar Telephone Directory, information on recycling, garbage pickup and the television cable service.
- 24.2 The monthly maintenance is due on the first of the month and payable to the Greenbriar Association.
- 24.3 Payment of the membership fee is obligatory and is so stated in the Covenants and Restrictions.

25. RENTERS

- 25.1 To maintain accurate records for the community, it is required that all homes being rented must be registered in the Administration Office by the owner.
- 25.2 It is most important that the Association be knowledgeable of everyone living in Greenbriar for obvious reasons, e.g. security, safety, maintenance, etc.
- 25.3 All rentals must be for a minimum of 2 years and only to renters 55 year of age or older.
- 25.4 An administrative fee of \$250.00 must be paid on all rental properties in Greenbriar. If perchance your renter breaks the lease before the 2-year term, and you rent the property out again the administrative fee must be paid. Also, a copy of the lease and the Brick Certificate of Occupancy must be given to the Administration Office.

RESOLUTIONS OF THE GREENBRIAR ASSOCIATION

RESOLUTION OF THE GREENBRIAR ASSOCIATION BOARD OF TRUSTEES REGARDING THE TRANSFER OF OWNERSHIP OF REAL PROPERTY WITHIN THE ASSOCIATION

WHEREAS, The Greenbriar Association is a not-for-profit Corporation of the State of New Jersey having its principal offices at One Darley Circle located in Brick, New Jersey 08724;

WHEREAS, The Greenbriar Association is governed by a Declaration of Covenants and Restrictions, By-Laws and Rules and Regulations that apply to all Residents, Members and Owners of The Greenbriar Association consisting of one thousand four hundred thirty two (1432) homes located in Brick, New Jersey;

WHEREAS, the governing documents of the Greenbriar Association provide for an elected Board of Trustees that have the responsibility to carry out the provisions of the governing documents of the Association and the Board of Trustees employs an onsite full time Administrator for the Greenbriar Association;

WHEREAS, previously on September 1, 1995, Nat H. Platt, then President of the Greenbriar Association Board of Trustees forwarded communication by way of a letter to Edward Ritchie, then Chairman of the Homeowners and Renters Committee that set forth the guidelines for the day to day operation of what was called the Homeowners and Renters Committee;

WHEREAS, the members of that committee were authorized to contact and approach home- owners directly for the purpose of assisting and informing them about relevant issues concerning the Declaration of Covenants and Restrictions, By-Laws and Rules and Regulations regarding authorized forms of ownership within the community;

WHEREAS, the committee was charged with advising the Board of Trustees of any questions or disputes arising from the interpretation of those governing documents and to advise the Board of Trustees of any known properties in violation of the governing documents;

WHEREAS, the Board of Trustees has continued to allow the committee to act in that regard and said committee has continued to act since the date of that letter;

WHEREAS, the Homeowners and Renters Committee has, in addition, performed the following duties from that date to present:

(a) Meets with prospective homeowners and advises them about the governing documents for the Association;

WHEREAS, in addition to the committee identified above, the Board of Trustees adopts the following policy and procedure to be implemented from the date of this resolution forward:

(a) Those transfers of ownership recorded with the Ocean County Clerk's Office in Toms River, New Jersey, prior to the date of this Resolution, a copy of which is on file with the Administrator's office, shall be deemed "grandfathered" from any remedy or relief affordable to the Greenbriar Association;

(b) From the date of this resolution forward, all transfers of ownership must comply with the following procedures:

1) **TRANSFER OF OWNERSHIP:** No owner shall sell, give, devise, lease, assign or transfer title (in whole or in part), interest or leasehold to his or her living unit prior to making a full disclosure to the Greenbriar Association of their intent to make said transfer, until said Owner receives written authorization and assurance from the Greenbriar Association that the prospective transferee has met all of the qualifications incident to membership in the Association;

2) **ELIGIBILITY:** An Owner in the Greenbriar Association is defined as an individual or individuals. An Owner within the Association cannot be an entity, Trust (Revocable or Irrevocable), Partnership, Limited Liability Company, Family Limited Partnership, Corporation, Foundation, Non-Profit Entity or any other form of ownership other than an individual or individuals.

3. **PROOF OF AGE:** Owners within the Association shall provide written proof to the Homeowners and Renters Committee and the administration of the Greenbriar Association that they meet the age requirement of at least fifty-five (55) years of age.

4. **FEES:** Each Owner shall be required to pay a prescribed fee of One Thousand Five Hundred (\$1,500.00) Dollars per living unit, **each and every time a new Deed is recorded on the subject property**, in consideration for Membership in the Association.

Greenbriar Association
Resolution Regarding Collection
Delinquent Accounts

NOW, THEREFORE, BE IT RESOLVED on this **13th** day of **August, 2001**, that the Greenbriar Association's Board of Trustees adopts the following policy and procedures to be implemented for the collection of delinquent common element assessments and fees.

1. All assessment accounts which are not paid within fifteen (15) days of becoming due shall be referred to the Association's Administrator for the issuance of a collection letter substantially in the form set forth in Exhibit A attached;
2. All assessment accounts which are past due for thirty (30) days or more shall be issued a final notice by the Association's Administrator prior to the filing of a lien, said notice to be substantially in the form set forth in Exhibit B attached, a copy of which will be sent to the Association's legal counsel to obtain owner and mortgagee information;
3. All assessment accounts which are past-due for ninety (90) days or more shall be referred to the Association's Administrator for the issuance of a lien on that particular property in the form set forth in Exhibit C attached, a copy of which will be sent to the Association's legal counsel;
4. In lieu of the foregoing collection procedure, a delinquent homeowner requesting a payment plan must do so in writing outlining proposed repayment plan, while keeping the monthly assessment account current, in order to avoid additional late charges. Any payment plan, compromise or adjustments must be approved by the Board of Trustees. Any default in the payment plan will result in immediate legal action as set forth above.

BE IT FURTHER RESOLVED that the officers and agents of the Association are hereby directed authorized and empowered to execute, acknowledge and deliver such documents, instruments and papers and perform such acts as may be legally, properly and reasonably required or necessary in connection therewith;

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ATTEST:

Patricia G. Herlihy
Secretary

GREENBRIAR ASSOCIATION

Anneta D. Peters
President

EXHIBIT B

<DATE>

<NAME>

<ADDRESS>

Brick, New Jersey 08724

RE: <ADDRESS>

Account Balance - Final Notice

Dear <NAME>:

In reviewing our records, it was noted that as of _____, 20__, the above referenced account is in arrears in the amount of \$_____. This balance includes the current month's maintenance fee.

Please remit payment in the amount of \$_____, payable to the Greenbriar Association. If you are disputing the above balance, or would like to request a payment plan, please contact this office in writing detailing same, including any supporting documentation, within ten (10) days of 'the date of this letter. Your correspondence will be forwarded to the Board of Trustees for their review.

Failure to comply with this request will result in the filing of a lien on your property. In addition, pursuant to the Association's governing documents, you will be responsible for all legal fees and administrative fees incurred relating to the collection of this account. This is an attempt to collect a debt and any information obtained will be utilized for this purpose. If you have already issued payment, please disregard this notice.

Please contact the undersigned directly in the event you have any questions regarding the above. Your prompt attention to this matter is appreciated.

Thank you.

Sincerely yours,

Administrator

cc: Board Correspondence
HO File
Accounting

Greenbriar Association
Resolution Regarding Alternative Dispute Resolutions

NOW, THEREFORE, BE IT RESOLVED on this 24th day of September, 2001, that the Greenbriar Association's Board of Trustees adopts the following supplementary procedures to be applied in connection with the enforcement of compliance with the Governing Documents.

A. Designation of Method of ADR. In the event any dispute arises between the Association and a Unit Owner or between Unit Owners with respect to any matter covered by the Governing Documents, the Association, through the Board of Trustees, will offer alternative dispute resolution ("ADR") prior to the commencement of litigation or, where litigation is commenced, as soon as the Board of Trustees receives notice of any litigation involving a matter described above. The Board of Trustees may satisfy the obligation described in this Resolution by offering any of the following methods of ADR:

1. Mediation by a panel of three (3) Unit Owners designated by the Board of Trustees who have no direct personal or financial interest in the dispute;
2. Non-binding arbitration by a panel of three (3) Unit Owners designated by the Board of Trustees who have no direct personal or financial interest in the dispute;
3. Binding arbitration by a panel of three (3) Unit Owners designated by the Board of Trustees who have no direct personal or financial interest in the dispute;
4. Any of the forms of ADR described in (1), (2) or (3) above by a single mediator or arbitrator who is trained in mediation or arbitration, and is certified or recognized as a mediator or arbitrator by a reputable organization. ("Qualified Mediator," or Qualified Arbitrator"), the cost of which mediator or arbitrator will be borne by the Association.

If the Board of Trustees offers ADR under (1), (2) or (3) above, the Unit Owner may reject the form of ADR proposed by the Board of Trustees and demand mediation by a person who is a qualified mediator. The cost of such mediation shall be borne solely by the Unit Owner.

The location of the ADR procedure will be on the grounds of the Association or location reasonably convenient to the participants. The notice of the alternate dates and times for ADR will provide that if a recipient does not respond within a specified time period, but in no event less than five days from the date of the notice, the non-responding participant will be deemed to have rejected ADR. If the response from the participants does not indicate a mutually acceptable date and time for ADR the Association will make one attempt to obtain a date and time reasonably acceptable to the participants but if unsuccessful in that attempt, will have no further obligation under this resolution.

Participation by the Board. If any dispute that is subject to ADR pursuant to this resolution includes the Association as a participant in the dispute, not less than one member of the Board will be

present at the ADR hearing, and the board will make available sue employees or agents of the Association that are necessary participants in order that the Association fully participates in the ADR process. If the method of ADR selected is a form of mediation and the dispute involves the Associations a party, the Board will authorize the attending members of the Board to have the power and authority to action behalf of the Board, but may impose. Reasonable limitations on the authority and power granted.

Procedures. The ADR hearing is intended to be an informal process, despite the form of ADR mechanism chosen. As a result, technical rules of evidence will not apply, provided, however, that the person presiding over the ADR proceedings may require the administration of oaths and may exclude irrelevant, immaterial or unduly repetitious testimony or evidence. Any party to an ADR proceeding may, but is not required to, be represented by an attorney. The person presiding over the ADR process will determine all other procedures applicable to the hearing including the length of the hearing, the order of presentation and, where appropriate, whether additional hearing dates are required or desirable in order to resolve the dispute. The person presiding over the ADR procedure may also, prior to the ADR hearing request the parties to produce documentary evidence that the presiding person believes to be helpful or irrelevant to resolving the dispute.

Fees and Costs. If the Unit Owner designates a form of ADR that requires a fee to be paid to the presiding person, the Unit Owner will be at the expense of the presiding person. All other costs, such as, but not limited to, the fees of any attorneys representing the individual parties, will both be borne by the respective parties.

Non Applicability of ADR. Despite anything to the contrary contained in this Resolution no ADR need be offered in a matter solely concerning the collection of maintenance fees nor prior to the commencement of any litigation that seeks emergent relief in order to maintain the status quanta.