Silver Ridge Park Association

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A 55+ SENIOR COMMUNITY

SILVER RIDGE PARK ASSOCIATION RULES, REGULATIONS AND POLICY STATEMENTS

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RULES & REGULATIONS

Rules passed June 1, 2023

1. To protect property values, the office must be notified of any transfer of a home's title.

2. To maintain the common properties, only trees that are deemed dead, diseased or dangerous will be removed.

3. Since the parking of vehicles on grass is considered unsightly and may damage the turf, it is not allowed.

4. No person shall undertake to repair, recondition or otherwise mechanically service a vehicle or trailer other than very minor repair work unless performed in the garage.

5. To maintain our common properties, pet waste must be picked up and placed in the owner's waste bin. Violators may be reported to Berkeley Township for enforcement.

6. To protect our amenities, permission to use the clubhouse may be granted by the Board of Trustees after a rental agreement has been completed and the renter has obtained an insurance rider. The rental of the clubhouse includes the current fee and a refundable deposit. Permission is in accordance with local and state laws and subject to any required permits or licenses.

7. To preserve a clean environment, owners and residents are responsible to immediately clean up Garbage/Recycle spills on their property and in the street. Recycle cans should have lids to prevent debris from blowing away.

8. To maintain pleasant surroundings, owners are asked to contact Berkeley Township Department of Sanitation (732) 349-4616 or otherwise arrange pick-up of appliances, furniture or other bulk items from the curb in front of their homes. *If at all possible*, these items should be placed at the curb *the evening before the scheduled pick-up*. Owners who have not seen to the disposal of these items within a reasonable period of time, as determined by the Board of Trustees, will be fined or enforced as pursuant to our Governing Documents.

9. For the safety of our community, propane tanks are limited to 20 lb. portable tanks or liquid propane capacity of 4.7 gallons. No open flame is allowed on decks.

10. Because our community is located in a forested area, open flame on properties requires approval of the Architectural Control Committee and a permit from the New Jersey Forest Fire Service.

11. To ensure our amenities are available for all members, all residents are asked to be accountable and responsible for any physical damage to the clubhouse, recreational areas and accessories caused by their guests, visitors or renters.

12. Per Berkeley Township Ordinance, political signs may be displayed for 60 days prior to an election and shall be removed 5 days after the election.

13. In order to obtain a certificate of occupancy, any violation of Architectural Control rules must be corrected at the time of sale of the home.

14. To preserve our park-like environment, building of structures is not permitted in the common areas, including those behind homes.

15. Anyone wishing to add to our park-like setting by planting on common property must contact the Architectural Committee for approval.

16. The common area property line is 110 ft. from the curb to the back of the home's property.

Rules passed January 5, 2023

Motion to approve a new rule allowing storage boxes and tool sheds to be placed on the side of the homeowner's residence providing they are no larger than five (5) feet long by three (3) feet wide by six (6) feet high was approved unanimously.

Motion to approve a new rule requiring that contractor signs outside a home be removed once the contractor's work has been completed was approved unanimously.
Motion to approve a new rule prohibiting solicitation and peddling within the community was approved unanimously.

Rule passed December 2, 2021

Motion to prohibit hunting on the common ground owned by the Association. The final vote was six yes, two no and one abstention.

GROUNDS, TREES AND BOARD POLICY FOR COMMON GROUNDS

Adopted December 2, 1999 by the Silver Ridge Board of Trustees

A. No homeowner shall remove or cause to be removed any living, dead or diseased tree from any common ground without expressed written permission from the Board of Trustees.

B. Diseased or dead trees shall be removed only on:
    a. Recommendation of the Grounds Committee with the permission of the Board of Trustees or
    b. By authorized persons or companies with a proper certificate of insurance and approved by the Board of Trustees.

C. Trees posing a danger to persons or to private property shall be the responsibility of the Board of Trustees and shall be removed in accordance with item B above. Healthy trees shall not be removed solely as a convenience or for aesthetic value.

D. Homeowners wishing to have trees removed at their own expense must present their request to the Board of Trustees in writing, with their contractor's Certificate of Insurance. No work shall be done until written permission is granted by the Board of Trustees.

E. All tree removal must be by permit of Berkeley Township, if required. (Example: All trees located in the ten-foot setback from any street; except south side of Chutney Street, which is six feet where no homes are located.) The responsibility of obtaining permits shall be that of the homeowner or contractor acting for the Board, as the case may be.

F. Fines for infractions of these rules shall be as indicated in the By-Laws unless imposed by Berkeley Township.

BOARD POLICY STATEMENT ON COMMITTEE, CLUB and ACTIVITY GROUP ORGANIZATION

Adopted September 7, 2006 by the Silver Ridge Association Board of Trustees

Request for Organization:

All groups wishing to form a Committee, Club or Activity Group must provide such request to the Board of Trustees in Writing. Request approval shall take place at an open meeting after review and concurrence with the request.

Formation & Operational Requirements:

Committee, Club and Activity Group operations shall not conflict with Association Covenants and Restrictions and By-Laws and Board Policy Statements, Operations guidelines or other Rules and Regulations that the Board may establish and amend from time to time, nor be in conflict with any law.

Committees and Clubs shall adopt a written "Statement of Purpose". Fundraising Committees and Clubs shall also adopt By-Laws stating in part that it functions as part of and for the benefit of the Association and further detailing its purpose, function and operations.

Where applicable:

It shall include the titles and names of all officers.

It shall use the Association tax identification number.

It shall have all depository statements mailed to the Association clubhouse to the attention of a specific person/officer or Association Treasurer.

It shall clear space/availability with the Association calendar co-ordinator before advertising or scheduling any function.

It shall operate all functions in accordance withy its and Association guidelines, not be in conflict with any law and obtain any municipal permits required.

It shall conduct all meetings in accordance with parliamentary procedures and Robert's Rules of Order.

It shall provide monthly or other time sensitive activity reporting to the Board of Trustees in a format deemed appropriate by the Board of Trustees.

It shall provide copies of all depository institution settlements, receipts of operations and other documents deemed applicable, to the Treasurer monthly and include the standard financial reporting form signed by the appropriate officer.

It shall (excludes self-liquidating funding – see end of document) agree to operate for the benefit of the Association and turn portions of income over to the Association from time to time as may be determined by the Committee, Club or Association for specific or general purposes. It agrees that all monies raised belong to the Association and shall be handled in accordance with applicable Internal Revenue Service Codes and guidelines and not be in conflict with any law.

General and where applicable:

Expense Reimbursement:

Where applicable, submit requests for expense reimbursement with receipts to the Treasurer. Board approval may be required.

Clubhouse Use:

Inform House Committee well in advance of any function in order that set up, if any, may be provided. House Committee must be aware of all functions and meetings to provide building access as appropriate.

Responsibility for any cleanup maintenance shall be that of the group sponsoring the event or meeting.

Request for building keys must be made through the Office Manager

Clubhouse and common ground area use, (picnic and grills) are governed by Clubhouse Rules and must be adhered to. Be familiar with them and ask questions as appropriate, especially concerning alcoholic beverages.

Association President:

The Association President is automatically Ex-officio on all committees except the Nominating Committee.

Dissolution of Committee/Club:

Upon dissolution of any committee or club, any remaining funds shall be turned over to the Association.

Committee/Club Officer Election

Elections shall be in accordance with applicable By-Laws and the Association shall be informed of any elections and provided names of new officers.

Association Affiliation:

All Committee, Clubs and Activity Groups agree and understand that they shall function at the pleasure of the Association Board of Trustees and shall comply with all aspects of the "Board Policy Statement on Committees, Clubs and Activity Groups Organization".

Audit:

Committees and Clubs are subject to audit by the Audit Committee at any time. When an audit is announced by the audit chairperson, that group being audited shall make available all records requested in a timely manner.

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Definitions:

Activity Groups:

Activity Groups are defined as those groups of people operating on an informal basis for the enjoyment and benefit of all Association participants.

Such informal groups do not have a depository account and generally do not collect monies, except for self-liquidating purposes.

Examples of such Activity Groups agree to function under all aspects of this policy statement, except they are not subject to the Committee and Club reporting requirements.

Self-Liquidating Funding:

Total monies collected for a function are expended in total. Example: Bus Trip, Golf Outing, Bowling, Luncheon, Dinners, etc.

RESOLUTION APPROVING RULES AND REGULATIONS FOR PERSONS WHO VIOLATE THE DECLARATION OF COVENANTS AND RESTRICTIONS, BY-LAWS AND RULES AND REGULATIONS OF THE SILVER RIDGE PARK ASSOCIATION

NOW THEREFORE, the Association Board of Trustees hereby agree on this 15th day of May, 2021 as follows:

1. Notwithstanding any other provision contained in the Association Governing Documents, the Association may impose a fine of $25.00 to $1,000.00 for any violation of the Governing Documents and to otherwise recover any and all fees, costs, charges, expenses, including but not limited to attorneys' fees. engineering fees, court costs, broker fees, construction fees, demolition fees, storage fees and service fees incurred by the Association which arise from and relate to any and all violations of the Governing Documents by either a Lot and or Living Unit Owner or their guests, tenants and/or invitee.

2. In the event any violation is continuing and ongoing, for each day the violation remains uncorrected and/or otherwise continues, the Association may impose upon Lot and Living Unit Owners of the Association a fine of $25.00 to $1,000.00 for each day the violation remains uncorrected and/or otherwise continues.

3. In the event any violation is deemed to cause or likely to cause in the imminent future significant environmental harm or significant property damage to any person, the Association shall be permitted to take any necessary action to address the violation and all such fees and costs incurred by the Association which arise from and relate to any and all violations of the Governing Documents by either a Lot and/or Living Unit Owner or their guests, tenants and/or invitee shall be chargeable to the responsible Lot and/or Living Unit Owner.

4. The Association shall advise any Lot and/or Living Unit owner about the imposition of any fine, charge or cost pursuant to Paragraphs 1 through 3 of these Rules and Regulations as soon as practicable.

5. In the event any Lot and/or Living Unit Owner fails to fully satisfy the imposition of any fine, charge or cost pursuant to Paragraphs 1 through 3 of these Rules and Regulations, to the extent consistent with New Jersey law, the Membership Privileges for such Lot and/or Living Unit Owner shall be deemed revoked.

6. For the purpose of these Rules and Regulations the term Membership Privileges shall mean (1) all those rights and easements of access, use and enjoyment in and to the Common Property. Including but not limited to the clubhouse, library or parking lot; (2) the membership in or participation with any Association sanctioned clubs and/or organizations (3) eligibility to seek election or to otherwise be appointed to the Association Board; and (4) eligibility to vote on questions relative to the Association or the elections held by the Association. An absolute precondition to having and being entitled to enjoy any Membership Privileges requires an Owner of a Lot or Living Unit to pay in full to the Association all outstanding assessments, charges, late fees, interest, attorneys' fees, fines or other monies personally owed to the Association and/or accrued by and past or present Owner for each and every Lot and Living Unit of such Owner, including all monies in arrears and/or personally accrued by all prior Owners, occupants and/or predecessors in title for all such Lots and Living Units.

7. In the event any Lot and/or Unit Owner within thirty(30) days of being given notice of such monies being due, fails to fully satisfy the imposition of any fine, charge or cost pursuant to Paragraphs 1 through 3 of these Rules and Regulations to the extent consistent with New Jersey law then such monies shall be deemed delinquent and shall, together with such interest thereon and cost of collection and any other monies due and owing including but not limited to fines, attorneys' fees, costs, interest and late fees shall become a continuing lien upon the Lot and Living Unit which shall bind such Lot and Living Unit in the hands of the then Owner, as well as the Owner's successors, heirs or assigns. The personal obligation of the then Owner to pay such assessment and any other monies due and owing including but not limited to fines, attorneys' fees, costs, interest and late fees, however, shall remain his personal obligation, notwithstanding any prior transfer of title purporting to eliminate such

personal obligation and/or otherwise pursuant to any foreclosure of any mortgage and/or tax sale certificate and/or sheriff's sale and/or sheriff's deed of conveyance relative to such Lot and/or Living Unit.

If the monies due pursuant to Paragraphs 1 through 3 of these Rules and Regulations are not paid within thirty (30) days of being given notice of such monies being due to the extent consistent with New Jersey law and Board may bring an action at law or equity against the Owner personally obligated to pay the same or to foreclose the lien against the Lot and/or Living Unit in its discretion and there shall be added to the amount of such assessment all attorneys' fees incurred by the Corporation relative to the Lot and/or Living Unit, including any other charges authorized by the Governing Documents and in such event a judgment shall include interest and all attorneys' fees and costs previously incurred by the Association, as well as, future attorneys' fees and costs incurred by the Association to collect the outstanding monies.

To the extent consistent with New Jersey law, no Owner of or person occupying a Lot or Living Unit, or successor to an interest in a Lot or Living Unit which such past pr present Owner is in arrears to the Association for any reason shall have any Membership Privileges unless or until all outstanding monies due and owning the Association by the past or present Owner of such Lot or Living Unit are paid in full to the Association.

To the extent title to a Lot or Living Unit which is subject to a continuing lien whether recorded with the Ocean County Clerk or not, pursuant to this Declaration, is acquired by an Owner, such Owner and all persons occupying the Lot and/or Living Unit with or without the permission of such owner shall, to the extent consistent with New Jersey law, not have or enjoy any Membership Privileges unless and until all outstanding assessments, charges, late fees, interest, attorneys; fees, fines or monies to the Corporation by the past or present Owner of such Lot or Living Unit are paid in the full to the Association.

Membership Privileges will not be granted to any Owner on resale or other transfer of ownership by any means for any Lot or Living Unit, to the extent consistent with New Jersey law, until all outstanding assessments, charges, late fees, interest, attorneys' fees, fines or monies due to the Corporation, including all those in arrears and accrued by all prior occupants and/or predecessors in title for such Lot and/or Living Unit are paid in full to the Association.

8. By a vote taken and thereafter calculated on May 15th 2021 the members of the Association Board hereby resolved to pass this Resolution Approving Rules and Regulations for Persons Who Violate the Declaration of Covenants and Restrictions, By-Laws and Rules and Regulations of the Silver Ridge Park Association as stated herein; and
9. The Board of Trustees hereby resolves to immediately on execution of this Resolution post this Resolution upon the Association clubhouse bulletin board and

10. The Board of Trustees hereby directs counsel to file this Resolution with the Ocean County Clerk's office.

RESOLUTION OF THE SILVER RIDGE PARK ASSOCIATION REGARDING RULES AND REGULATIONS RELATIVE TO APPLYING PAYMENTS TO DELINQUENT ACCOUNTS

NOW THEREFORE on this 2nd day of September, 2021, upon motion duly made and seconded, the Association Board of Trustees resolves that the Association Rules and Regulations provide applying payments to delinquent accounts as follows:

1. In the event any portion of any annual assessment or other charges, or, any portion of any special assessments, or, any late fee, or, any interest, or, any fine, or, any attorneys' fees, or, any costs, or, any portion thereof assessed against a Lot and/or Living Unit and/or Owner as authorized pursuant to the Association Articles of Incorporation, Declaration of Covenants and Restrictions, By-Laws and Rules and Regulations has not been timely paid within thirty (30) days of its due date and is therefore delinquent any and all monies received thereafter by the Association regarding or from the delinquent Lot and/or Living Unit and/or Owner shall be applied and credited to the delinquent account in the following sequence and each category must be paid in full before funds can be applied to the next grouping.
    a. Attorneys' fees and costs incurred by the Association must first be paid in full;
    b. Interest and late fees must next thereafter be paid in full;
    c. Fines must next and thereafter be paid in full.
    d. Special Assessments must next thereafter be paid in full;
    e. Annual Assessments which are delinquent shall not be credited unless and until all outstanding attorneys' fees, costs, interest, late fees, fines, special assessments and other charges are paid in full.

   Any delinquency remains a continuous lien on the Lot and/or Living Unit against which it is levied as provided in Article 3 Section 6 of the Declaration are fully paid and satisfied.

2. The Association further directs its legal counsel to file this Rule and Regulation with the Registrar of the Ocean County Clerk so that this Rule and Regulation runs with and remains in the title of every Lot and/or Living Unit governed by and subject to the Association Articles of Incorporation, Declaration of Covenants and Restrictions, By-Laws and Rules and Regulations.

RESOLUTION OF SILVER RIDGE PARK ASSOCIATION FOR RULES AND REGULATIONS REGARDING CODUCT OF OWNERS AND THEIR GUESTS AND TENANTS

NOW THEREFORE, effective this 5th day of December, 2013, upon motion duly made and seconded, the Silver Ridge Board of Directors resolves as follows:

1. Only the business of Silver Ridge is to be discussed at the annual meetings, special meetings, emergency meetings, section meetings, agenda meetings, monthly meetings or closed meetings involving the Silver Ridge Board of Trustees and discussion about the personal business, personal affairs, personal circumstances of any Owner or other person which constitutes abusive, offensive or harassing language or conduct is prohibited.

2. No abusive, offensive or harassing language or conduct is permitted by any Owner or other person when communicating with any member of the Silver Ridge Board of Trustees, or any employee or agent, or representative of Silver Ridge which relate to or arise from the affairs of Silver Ridge.

3. No abusive, offensive or harassing language or conduct is permitted by an Owner or other person within or upon The Common Property of Silver Ridge.

4. No abusive, offensive or harassing language or conduct is permitted by any Owner or other person within or upon the Properties of Silver Ridge.

5. As used in the context of these rules and Regulations, the term "abusive, offensive or harassing language or conduct" shall include:

    a. Speech or conduct which is likely to cause annoyance or harm to persons;

    b. Speech or conduct which is made or caused to be made at extremely inconvenient hours;

    c. Speech or conduct which is made or caused to be made to materially disrupt the business and/or meetings of the Silver Ridge Board of Trustees;

    d. Speech or conduct which threatens a person to striking, kicking, shoving or other offensive touching;

    e. The striking, kicking, shoving or other offensive touching of a person;

    f. Creation of a hazardous or physically dangerous condition which serves no legitimate purpose of the person who created the condition;

    g. Usage of unreasonably loud or offensively coarse or abusive language with the purpose to offend the sensibilities of a hearer or in reckless disregard of the probability of so doing;

    h. Speech or conduct used with the purpose to intimidate an individual or group of individuals because of race, color, religion, gender, disability, sexual orientation, gender identity or expression, national origin or ethnicity; or

    i. Speech or conduct which is flagrantly lewd and offensive which the actor knows or reasonably expects is likely to be observed by other nonconsenting persons who would be affronted or alarmed.

6. **Investigation**. Upon receipt of a complaint alleging speech or conduct prohibited by this Resolution, the Silver Ridge Board of Trustees will, if appropriate and/or necessary, investigate the matter and make a determination as to whether the conduct and/or language in question was abusive, offensive or harassing.

7. **Enforcement**. If the Silver Ridge Board of Trustees deems an Owner's or guest or tenant of any Owner's speech or conduct to be abusive, offensive or harassing and prohibited by this Resolution, the Silver Ridge Board of Trustees may take any appropriate action, including but not limited to the following:
    a. Imposing a fine of not more than $100 against such Owner or the guest or tenant of such Owner for each incident.
    b. Prohibiting and/or suspending such Owner or the guest or tenant of such Owner from using all or some of the Common Property and/or The Properties of Silver Ridge.
    c. Prohibiting and/or suspending such Owner or the guest or tenant of such Owner from attending any meetings involving the Silver Ridge Board of Trustees; and
    d. Seeking judicial relief against such Owner or the guest or tenant of such Owner, including but not limited to, imposing or collecting any fine, barring such person from attending any meetings involving the Silver Ridge Board of Trustees, restraining such person from having personal contact with certain Silver Ridge Board of Trustees employees or agents of Silver Ridge and reimbursement for all attorneys' fees and costs incurred by Silver Ridge as a result of such person's abusive, offensive or harassing speech or conduct.

As used herein the word "fine" shall be interpreted to mean an assessment obligation. Such an assessment obligation is used to offset and defray costs and expenses incurred as a result of enforcement activity taken by the Silver Ridge Board of Trustees deemed necessary to promote the recreation, health, safety and welfare of the Owners and occupants of Living Units with respect to said Living Units and the associated Common Property and The Properties. The imposition of a "fine" is not intended to limit any rights, remedies, claims or damages of the Silver Ridge including but not limited to the imposition of attorneys' fees and costs.

8. **Trespass.** If a person or Owner attempts to material disrupt a meeting of the Silver Ridge Board of Trustees or, otherwise engages in abusive, offensive or harassing language or conduct upon the Common Property and/or The Properties, nothing in these Rules and Regulations shall prohibit the Silver Ridge Board of Trustees from instructing such person or Owner to cease such conduct and, in the event such conduct does not cease, instructing such person or Owner to vacate Silver Ridge Common Property or The Properties, or otherwise contacting Berkeley

9. Township Police Department to have such person or Owner arrested for trespassing or otherwise violating any New Jersey statute or municipal ordinance.

10. **Hearing**. Excluding exigent circumstances, before imposing any sanctions, notice of violation and proposed penalty will be sent to the offending Owner, or, if reasonably possible, any guest or tenant of such Owner, setting forth the time, date, place and nature of the violation. If the offending Owner, or, any guest or tenant of such Owner, does not respond or request alternative dispute resolution, the sanctions will be automatically imposed.

11. **Guests and Tenants To comply With This Resolution**. All Owners must ensure that their guests and tenants comply with the Silver Ridge Declarations, By-Laws, Rules and Regulations, including this Resolution,. All Owners and guests and tenant(s) of Owners shall be jointly and severally liable and responsible to pay for all fines, attorneys' fees and costs incurred by Silver Ridge arising from violations of this resolution.

NOTICE AND RECORDING. Silver Ridge is authorized and directed to post a copy of this Resolution in the Silver Ridge clubhouse for a period of sixty (60) days. The Silver Ridge Board of Trustees also hereby authorizes and directs its legal counsel to arrange for recordation of a copy of this Resolution with the Ocean County Registrar's Office in order to establish the recording of this Resolution in the chain of title.

RESOLUTION OF SILVER RIDGE PARK ASSOCIATION FOR RULES AND REGULATIONS REGARDING ALTERATION, CHANGE, ADDITION TO OR CONSTRUCTION TO THE EXTERIOR OF ANY LOT OR LIVING UNIT

NOW THEREFORE, effective this 6th day of August, 2015, upon motion duly made and seconded, the Silver Ridge Board of Trustees resolves that the following Rules and Regulations will govern The Properties and each and every Lot and Living Unit in Silver Ridge as follows:

1. As used herein, "Setback" is defined as the distance between the font of a Living Unit as constructed by the Developer and the public street as constructed by the Developer.

2. As used herein, "Roof Pitch" is defined as the steepness, slope and shape of the roof of any Living Unit as constructed by the Developer.

3. In order to maintain the overall aesthetic harmony and promote the health, safety and welfare of every Owner, including all guests and visitors, and, otherwise preserve the Developer's plan and design of the Silver Ridge community as initially approved by the Berkeley Township Planning Board, and any amendments thereto, every Lot and Living Unit must adhere to maintaining the Setback and Roof Pitch for each and every Living Unit as constructed by the Developer and consequently the following is expressly prohibited relative to each and every Living Unit by any person upon the Properties including any Owner, the Board of Trustees or the Architectural Control Committee:

    a. Alteration, change, addition to or construction to the front of any Living Unit as constructed by the Developer that alters in any way the Setback;

    b. Alteration, change, addition to or construction to the front of any Living Unit as constructed by the Developer that shortens or limits the Setback;

    c. Alteration, change, addition to or construction to the front of any Living Unit as constructed by the Developer that lengthens or extends the Setback;

    d. Alteration, change, addition to or construction that changes the degree of the Roof Pitch to any Living Unit as constructed by the Developer as visible from the public street contiguous to the Lot of such Living Unit; or

    e. Alteration, change, addition to or construction that changes the structural appearance of the front of any Living Unit as constructed by the Developer.

4. Before any Living Units or Lots are reconstructed or modified in any way from how they were constructed by the Developer, the Board of Trustees of Silver Ridge or the Architectural Control Committee appointed by the Board of Trustees must first review any and all proposed plans, designs, architectural drawings, specifications for any addition, alteration or change to the exterior of any Living Unit, building or structure, including, but not limited to lattice work, railings, deck structure, awnings and any other structural, cosmetic or decorative addition, alteration or change and approve the same in writing.

5. Before any Living Units or Lots are reconstructed, modified in any way from how they were constructed by the Developer, approval must first be obtained from the Board of Trustees of Silver Ridge or the Architectural Control Committee appointed by the Board of Trustees prior to any construction permit being issued pursuant to Berkeley Township Ordinance, Chapter 35, Section 101.44, Procedural Requirements, which provides:

a. All subdivision plans and site plans shall be submitted to the Planning Board in accordance with the requirements of this ordinance and of this chapter. Where facilities proposed to be built are other than residential dwellings, site plans shall be submitted in conformance with this chapter.

b. At such time as the applicant or developer shall submit a subdivision plan ir site plank for approval, the following shall also be submitted:

    1. Covenants and Restrictions for the Community or any other plan for or restriction upon the community property.

    2. Proposed master deed or deeds.

    3. By-Laws of the proposed homeowner's association.

    4. Proposed agreement of sale.

    5. Proposed form of deed.

c. The documents shall be forwarded to the Board and shall be subject to review of the Board and of the Township Council as to their adequacy and ensuring that the community shall be constituted so as to be consistent with the purposes and requirements of this section. The proposed documents and restrictions shall indicate a comprehensive and equitable program for the orderly transition of control over the homeowner's association from the applicant or the developer to the actual homeowners of the community.

d. In addition to the foregoing, it shall be mandatory for any applicant to provide the Board and the Township Council with copies of all submissions to be made to any State agency, pursuant to the Retirement Community Full Disclosure Act, at all stages of development.

e. No construction permit shall be issued for the alteration of the exterior of any residence, or construction of accessory structures located within any planned residential retirement community, unless the application for such permit is accompanied by a written statement issued by the association organized under subsection 35-101.12 of this section, indicating whether the association has approved the proposed improvement. In the absence of such approval, the Construction Official may, if otherwise required to issue the permit pursuant to the Uniform Construction Code, note on the permit that the application must obtain

f. such approval before beginning construction. (Ord. No. 94-29, 118-16.25ASN; Ord. No. 06-68-OAB 1,2)

6. If any other term or condition of these Rules and Regulations are violated, the Silver Ridge Board of Trustees may take any and all appropriate action, against any Owner whose Lot or Living Unit is the subject of violative conduct, including but not limited to the following:

    a. Imposing a fine of up to $500.00 for any violation;
    b. Seeking a "stop construction order" from Berkeley Township;
    c. Imposing additional fins of not more than $100 per day for each day work or construction continues in violation of these Rules and Regulations;

    d. Imposing addition fines of not more than $50.00 per day for each day unauthorized construction remains unrestored to the condition as constructed by the Developer;

e. Self-help, including reimbursement for the cost of rectifying all unauthorized conduct;

f. Seeking judicial relief against such Owner for the collection of said fines, injunctive relief and reimbursement for all attorneys' fees and costs incurred by Silver Ridge as a result of conduct and activity violating any of the terms and conditions of these Rules and Regulations, whether or not judicial relief is sought or obtained.

NOTICE AND RECORDING, Silver Ridge is authorized and directed to post a copy of this Resolution in the Silver Ridge clubhouse for a period of sixty (60) days. The Silver ridge Board of Trustees also hereby authorizes and directs its legal counsel to arrange for recordation of this Resolution with the Ocean County Register's Office in order to establish the recording of this Resolution in the chain of title.