

Silver Ridge Park Westerly Homeowners Association, Inc. Deed originally being recorded on December 17, 1981 in Ocean County Deed Book 7036, page 750 and following; amended by Deed recorded on January 19, 1987 in Ocean County Deed Book 4041, page 8 and following; amended on September 15, 1999, in Ocean County, Deed Book 4599, pages 497-508 with Amendments recorded on August 30, 2001, in Ocean County, Deed Book 10521, page 1753 and following; amending on February 28, 2002, in Ocean County Deed Book 10743, page 1682 and following; amended on July 16, 2004, in Ocean County Deed Book 12172, page 708 and following; amended on June 23, 2005, in Ocean County Deed Book 12678, page 281 and following; amended on October 28, 2009, in Ocean County Deed Book 14444, page 360 and following; amended on July 14, 2010, in Ocean County Deed Book 14641, page 1396 and following; amended on June 11, 2012, in Ocean County Deed Book 15224, page 457 and following; amended on February 4, 2014, in Ocean County Deed Book 15738, page 1531 and following.

**RESOLUTION REGARDING RULES AND REGULATIONS FOR ENFORCEMENT AND MAINTAINING GOOD STANDING WITH THE SILVER RIDGE PARK WESTERLY HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, the Silver Ridge Park Westerly Homeowners Association (hereinafter “Association”) is a not-for-profit corporation of the State of New Jersey established pursuant to the requirements of N.J.S.A. Title 15A of the New Jersey Statutes;

**WHEREAS**, the Association By-Laws at Article III, Section 1, empowers the Association Board of Trustees to take all action consistent with the Association Certificate of Incorporation, the Association Declaration Of Covenants And Restrictions and the Association By-Laws;

**WHEREAS**, the Association By-Laws at Article III, Section 5, Paragraph (j) empowers the Association Board of Trustees “To adopt such rules and regulations as the Board may deem necessary in its sole discretion” (hereinafter the Association Certificate of Incorporation, Declaration Of Covenants And Restrictions, By-Laws and Rules And Regulations are collectively referred to as the “Governing Documents”);

**WHEREAS**, the Board of Trustees deems it necessary, and desirable and in the best interest of the entire community, to establish a uniform policy regarding the enforcement of the Governing Documents. .

**WHEREAS**, this Resolution was duly introduced and was thereafter adopted by the Association Board of Trustees at a regular scheduled general meeting on this \_\_\_\_\_ day February, 2025 at which a quorum was present, by a majority vote of the Board of Trustees present and eligible to vote on this matter.

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSOCIATION BOARD OF TRUSTEES AS FOLLOWS:**

1. The Board of Trustees may impose a fine not more than \$500.00 for each occurrence of a violation of the Governing Documents.

2. The Board of Trustees may impose a charge of all attorneys' fees and costs or other charges incurred by the Association arising from or relating to a violation of the Governing Documents, including but not limited to the collection of such fees, costs or charges.

3. Any assessment or charge that remains unpaid for a period of thirty (30) days or more shall become a lien upon the Lot of the Owner and Associate Member involved, including their respective guests, tenants and occupants and collected as provided for in the By-Laws and Declarations.

4. Each occurrence of a violation of the Governing Documents shall constitute a separate offense. Except in the case of an emergency, no fine may be imposed without giving the Owner thirty (30) days notice and time to cure.

5. If the violation is of a continuing nature, each day during which such continuing violation remains unabated after the expiration of the thirty (30) day period from the Owner's receipt of the notice and a period to cure, shall constitute an additional, separate and distinct violation.

6. In addition to fines, reasonable costs and all attorneys' fees incurred by the Association in connection with the failure to comply with the Governing Documents may also be imposed jointly and severally upon the Owner and Associate Member involved, including their respective guests, tenants and occupants.

7. In addition to the imposition of fines, the Board of Trustees shall retain the power to: (1) suspend the right of the Owner, Associate Member and their family, guests, tenants, lessees, occupants, invitees or others to use the Common Properties for a period not to exceed thirty (30) days for each violation; (2) cause the violation to be cured and jointly and severally charge the Owner and Associate Member involved, including their respective guests, tenants and occupants the cost thereof; and, (3) obtain injunctive relief against the continuance of the violation, bring a suit to cover money damages and/or fines and/or attorneys' fees and costs for injunctive relief against the offending Unit Owner.

8. Subject to N.J.S.A. 45:22A-23 r. all Owners and their respective Associate Members, Owner of a Lot and/or Associate Member occupying a Lot shall be prohibited from enjoying the Common Properties of the Association and otherwise be prohibited from nominating any person to run for a position on the Association Board of Trustees, run for a position on the Association Board of Trustees and serve on the Association Board of Trustees in the event such person owes monies to the Association for being in

violation of the Governing Documents or otherwise.

9. To the extent any Owner of a Lot and/or Associate Member occupying a Lot are indebted to the Association pursuant to the Governing Documents or otherwise, any partial payment towards such indebtedness

shall be applied to the applicable delinquent account to the Owner of a Lot and/or Associate Member occupying a Lot

in the following sequence by the Association and each category must be paid in full, and remain paid in full, before funds can be applied to the next category as follows:

(a) Attorneys' fees and costs incurred by the Association arising from or related to the conduct, by act or omission, of a Lot Owner and/or Associate Member, including their respective guests, tenants and occupants must first be paid in full and therefore any such partial payments made shall be first credited to their ledger for all attorneys' fees and costs incurred by the Association; and upon full payment of all outstanding attorneys' fees and costs then;

(b) Charges and/or other expenses incurred by the Association arising from or related to the conduct, by act or omission, of a Lot Owner and/or Associate Member, including their respective guests, tenants and occupants must first be paid in full and therefore any such partial payments made shall be first credited to their ledger for all charges and/or other expenses incurred by the Association; and upon full payment of all outstanding charges and/or other expenses then;

(c) Fines imposed by the Association arising from or related to the conduct, by act or omission, of a Lot Owner and/or Associate Member, including their respective guests, tenants and occupants must first be paid in full and therefore any such partial payments

made shall be first credited to their ledger for all fines imposed by the Association; and upon full payment of all outstanding fines imposed by the Association then;

(d) Late fees imposed by the Association arising from or related to the conduct, by act or omission, of a Lot Owner and/or Associate Member, including their respective guests, tenants and occupants must first be paid in full and therefore any such partial payments made shall be first credited to their ledger for all late fees imposed by the Association; and upon full payment of all outstanding late fees imposed by the Association then;

(e) Interest imposed by the Association arising from or related to the conduct, by act or omission, of a Lot Owner, and/or Associate Member, including their respective guests, tenants and occupants must first be paid in full and therefore any such partial payments made shall be first credited to their ledger for all interest imposed by the Association; and upon full payment of all outstanding interest imposed by the Association then;

(f) Special assessments which are due and owing at the time of a partial payment which are imposed by the Association upon a Lot Owner, must first be paid in full and therefore any such partial payments made shall be first credited to their ledger for all special assessment payments due and owing at the time of a partial payment imposed by the Association; and upon full payment of all special assessment due and owing at the time of a partial payment imposed by the Association then;

(g) Annual Assessments which are due and owing at the time of a partial payment which are imposed by the Association upon a Lot Owner, must first be paid in full and therefore any such partial payments made shall be first credited to their ledger for all

annual special payments due and owing at the time of an annual assessment imposed by the Association;

Any partial payments paid by or on behalf of a Lot Owner and/or Associate Member, including their respective guests, tenants and occupants, leaving any monies due the Association, shall leave the Lot Owner deemed to be delinquent, and, such Lot Owner shall remain delinquent and shall not be considered to be in good standing until full payment of all outstanding attorneys' fees and costs, and, all charges and/or other expenses, and, all fines, and, all late fees, and, all interest, and all special assessments then due, by earliest such annual assessment to most recent.

The delinquency of a Lot for any monies due the Association pursuant to the Governing Documents not paid in full shall remain a continuous lien on their Lot until all costs of collection, interest, attorneys' fees and costs, special assessments and annual assessments are fully paid and satisfied.

10. NOTICE AND RECORDING: The Association is authorized and directed to publish this Resolution in the Association newsletter and display a copy of this Resolution in the Association clubhouse. Association also authorizes and directs its legal representative to arrange for recordation of this Resolution with the Ocean County Registrar's Office in order to establish the recording of this Resolution in the chain of title of all Association Lots and Living Units and all persons, including but not limited to all Owners, Members and Association Members, subject to the Association Declaration Of Covenants And Restrictions, the Association By-Laws, the Association Certificate of Incorporation and Association Rules And Regulations.

11. **DISTRIBUTION**. The Board of Trustees hereby resolves to immediately upon execution of this Resolution post a copy of this Resolution in the Association clubhouse.

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ATTEST:

Silver Ridge Park Westerly Homeowners Association

\_\_\_\_\_, Secretary

\_\_\_\_\_, President

State of New Jersey :  
:ss.  
County of Ocean :

I certify that on this \_\_\_\_ day of February, 2025, the Silver Ridge Park Westerly Homeowners Association Secretary personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of Silver Ridge Park Westerly Homeowners Association (the "Corporation"), a corporation of the State of New Jersey, named in this document;
- (b) this person signed this document as attesting witness for the proper corporate officer who is the President of the Corporation;
- (c) this document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Board of Trustees (the "Board");
- (d) this person signed this acknowledgment to attest to the truth of these facts; and
- (e) this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board at which a quorum was present, by a majority vote of the members of the Board eligible to vote on this matter.

\_\_\_\_\_, Secretary

Sworn and subscribed to before me this \_\_\_\_ day of February, 2025

\_\_\_\_\_  
(notary public seal)

**Return to:  
Silver Ridge Park Westerly Homeowners Association, Inc.  
39 Millbrook Drive  
Toms River, New Jersey 08757**