

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 OF SILVER RIDGE PARK WESTERLY HOMEOWNERS ASSOCIATION, INC. FOR RULES AND REGULATIONS REGARDING FEDERAL HOUSING FOR OLDER PERSONS ACT (HEREINAFTER “HOPA”) FORM

WHEREAS, the Silver Ridge Park Westerly Homeowners Association, Inc. (hereinafter “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”;

WHEREAS, the Association is governed by the Certificate of Incorporation, By-Laws, Declaration Of Covenants And Restrictions, Rules And Regulations and any amendments thereto (hereinafter referred to as the “Governing Documents”).

WHEREAS, the Association Board seeks to establish Rules And Regulations regarding the responsibilities of any Owner of a Lot or Living Unit; and

WHEREAS, the Federal Housing for Older Persons Act, 42 U.S.C. § 3601 et seq. (hereinafter referred to as “HOPA”) requires regular updates, at least once every two years, through surveys or other means in order to verify and maintain the status as an age

restricted (55 and over) community.

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 on this _____ day of February, 2025, upon motion duly made and seconded, the Association Board resolves that the following Association Rules And Regulations will be adopted and observed by all Owners of a Lot and/or Living Unit subject to the Governing Documents of the Association as follows:

1. Owners of any Lot or Living Unit shall complete all forms required by the Association in order to verify, in accordance with HOPA, that the occupants and Owner(s) are fifty-five (55) years of age or older, or, their spouse or domestic partner is fifty-five (55) years of age or older, or, that all other occupants of their Living Unit are age-appropriate pursuant to the Governing Documents;

2. All persons who seek to obtain or otherwise acquire title to any Lot or Living Unit, prior to obtaining or otherwise acquiring title to any Lot or Living Unit, shall complete all forms required by the Association in order to verify, in accordance with HOPA, that the occupants and Owner(s) are fifty-five (55) years of age or older, or, their spouse or domestic partner is fifty-five (55) years of age or older, or, that all other occupants of their applicable Living Unit are age-appropriate pursuant to the Governing Documents;

3.. All information requested by the Association relative to affirming compliance with HOPA and the Governing Documents, including proof of age must be provided by the

Owner(s) or prospective Owner(s) when requested by the Association;

4.. Acceptable forms of proof of age are: driver's license, passport, and/or official governmental forms of identification.

5. All tenants, non-owner residents and/or occupants must also comply with the terms and conditions of this Resolution and provide to the Association, prior to occupying a Living Unit, two (2) forms of picture identification demonstrating that each prospective lessee, non-owner resident or occupant is either eligible to occupy the Living Unit pursuant to the Governing Documents or otherwise fifty-five (55) years of age or older unless they are husband and wife, civil partners or domestic partners in which case a marriage certificate or other written documentation satisfactory to the Association which proves the persons to be regarded as married, partners in a civil union, or domestic partners recognized under New Jersey law;

6. If an Owner, tenant, non-owner resident and/or occupant of a Living Unit fail to comply with this Resolution within thirty (30) days after receiving written notice from the Association, they shall be jointly and severally responsible to pay the Association a fine in the amount of \$500.00 and otherwise reimburse the Association for all attorneys' fees and costs incurred by the Association to address the non-compliance with this Resolution;

7. If a fine of \$500.00 is imposed for non-compliance, each and every day thereafter shall be treated as a separate violation which will result in the imposition of a \$25.00 per day fine for which the Owner, tenant, non-owner resident and/or occupant of a Living Unit shall be jointly and severally responsible to pay the Association a fine in the amount of \$500.00 and otherwise reimburse the Association for all attorneys' fees and costs incurred by the Association to address the non-compliance with this Resolution;

8. Any person providing false information to the Association pursuant to this Resolution in its efforts to assure HOPA compliance and compliance with the Governing Documents will result in an additional penalty in the amount of \$500.00 and if same relates to the falsification of age which renders a person ineligible to either own or occupy a Lot and/or Living Unit, the Association may further seek to void such transfer of title and/or eject such ineligible occupant and otherwise seek reimbursement for all attorneys' fees and costs incurred by the Association to address and rectify the situation.

9. All such fines, and, attorneys' fees, costs incurred to enforce the provisions herein may be recorded as a lien on the Lot or Living of the Unit Owner, tenant, non-owner resident and/or occupant of a Living Unit not in compliance until paid in full;

10. Owner(s), non-owner residents, and/or occupants of any Lot or Living Unit found in violation of this Resolution shall be individually, jointly, and severally liable for any and all fines, including attorneys' fees and costs imposed due to non-compliance with this Resolution.

11. To the extent any Owner(s), non-owner residents, and/or occupants of any Lot or Living Unit are in violation of and/or otherwise, jointly and severally owe any monies to the Association pursuant to this Resolution, including all fines, all attorneys' fees and costs arising from or relating to or otherwise imposed due to non-compliance with this Resolution, all of the Owner(s), non-owner residents, and/or occupants of any such Lot or Living Unit shall be prohibited from voting in Association matters or election, nominating themselves or another Owner to run for the Board, running for the Board to be elected or being appointed or to serve on the Board, serving as an officer for any club sanctioned by the Board, participating in any activity sponsored by any club sanctioned by the Board,

serving as a captain or leader or officer of any group sanctioned by the Board, participating in any activity sponsored by any groups sanctioned by the Board, receiving the monthly newsletter or any other publication or communication from the Association, using, enjoying and/or otherwise occupying any portion of the Common Property, attending any Board meeting, or, attending any meeting of the Owners.

12. 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.

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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)

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