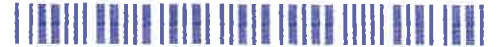




OCEAN COUNTY CLERK'S OFFICE
RECORDING DOCUMENT
COVER SHEET

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



INSTR # 2022091934
OR BK 19140 PG 1703
RECORDED 08/19/2022 02:13:01 PM
SCOTT M. COLABELLA, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

OFFICIAL USE ONLY

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

08/12/2022

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

DEED

OFFICIAL USE ONLY - REALTY TRANSFER FEE

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

Greenbriar II Homeowners Association

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

Greenbriar II Homeowners
Assn

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

RETURN NAME AND ADDRESS:

Greenbriar II Homeowners Association
1 Greenbriar Blvd.
Brick, NJ 08724

9120-cash-KMB

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

BLOCK:

LOT:

MUNICIPALITY: (Select Municipality from Drop-Down Box)

CONSIDERATION:

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

Street
Address

Town

State

Zip

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

ORIGINAL BOOK:

ORIGINAL PAGE:

OCEAN COUNTY CLERK'S OFFICE RECORDING DOCUMENT COVER SHEET

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

**THE GREENBRIAR II HOMEOWNERS ASSOCIATION
RESOLUTION
RELATING TO BOARD MEMBER CONDUCT**

WHEREAS, The Greenbriar II Homeowners Association (the "Association") was formed by the filing of a certain Certificate of Incorporation, on December 9, 1977, with the Secretary of State of the State of New Jersey having its offices at One Greenbriar Boulevard, Brick, New Jersey; and

WHEREAS, the Association was established and exists by a certain **Declaration of Covenants and Restrictions with attached By-Laws recorded on July 20, 1978, in the Ocean County Clerk's Office in Deed Book 3736, page 1 et. seq.**, and as amended from time to time (collectively the "Governing Documents"); and

WHEREAS, the Association's By-Laws, Article IV, Section 1 provides that, "[t]he property, affairs and business of the Association shall be managed by the Board of Trustees, which shall have all those powers granted to it by the Certificate of Incorporation, the Declaration, these Bylaws, and by law"; and

WHEREAS, the Association's By-Laws, Article V, Section 1 provides that "[t]he Board of Trustees shall have all those powers granted to it or necessarily implied by law or by the Certification of Incorporation, these By-Laws, or the Declaration"; and

WHEREAS, the Association's By-Laws, Article V, Section 1 (E) provides that, the Board of Trustees shall have the power to "[a]dopt, amend, and publish Rules and Regulations and enforce compliance with such published Rules and Regulations"; and

WHEREAS, members of the Board of Trustees are fiduciaries of the Association and are thereby obligated to act in the Association's best interest; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish code of conduct for its board members;

NOW, THEREFORE, BE IT RESOLVED THAT:

A. BOARD MEMBER CONDUCT

1. Board Members shall act in the best interests of the Association as a whole.

Board members serve for the benefit of the entire community and shall, at all times, strive to do what is best for the Association as a whole. Board Members shall not use their positions as such for private gain. For example:

- No Board Member shall solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking a contractual or other business or financial relationship with the Association.
- No Board Member shall seek preferential treatment by the Board, any of its committees, or any contractors or suppliers.

- No Board Member shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.
- No Board Member shall receive any compensation from the Association for serving on the Board.
- No Board Member shall willingly represent facts to advance a personal cause or influence the community to advance a personal cause.
- No Board Member shall use his/her position to enhance his/her financial status through the use of certain contractors or suppliers.

The above list of examples is offered for illustration purposes only and is not intended to be exclusive.

2. Board Members shall comply with governing documents and relevant law.

Board Members shall use their best efforts at all times to make reasonable decisions that are consistent with the Master Deed, Bylaws and other governing documents of the Association, and to be familiar with all such documents. Board Members shall likewise comply with and make decisions that are consistent with all applicable laws, including, but not limited to, refraining from discriminating against any person on the basis of race, color, religion, national origin, gender, family status or mental or physical disability.

3. Board Members shall set high standards for themselves as Association members.

Board Members shall hold themselves to the highest standards as members of the Association and shall in all ways comply with the provisions of the Association's governing documents.

4. Board Members shall work within the Association's framework and refrain from unilateral action.

Board Members shall at all times work within the Association's framework and abide by the system of management established by the Association's documents and the Board. The Board shall conduct business in accordance with state law and the Association's governing documents and shall act upon decisions duly made, and no Board Member shall act unilaterally or contrary to such decisions. Toward that end, no Board Member shall seek to have a contract implemented that has not been duly approved by the Board, nor promise anything not approved by the Board to any contractor, supplier, or otherwise.

5. Board Members shall behave professionally at meetings.

Board Members shall conduct themselves at all meetings, including board meetings, annual meetings of the members, and committee meetings, in a professional and businesslike manner. Personal attacks against other Board Members, Association members, residents, officers, management, or guests are not consistent with the best interests of the community and will not be tolerated. Language at meetings shall be kept professional. Though differences of opinion are inevitable, they must be expressed in a professional and businesslike manner.

6. Board Members shall maintain confidentiality when appropriate.

Board Members shall at all times, maintain the confidentiality of all legal, contractual, personnel and management matters involving the Association. Board Members shall also maintain the confidentiality of the personal lives of other Board Members, Association members, residents and management staff.

7. Board Members shall disclose conflicts of interest.

Board Members shall immediately disclose to the Board any perceived or potential conflict of interest regarding any aspect of the business operations of the Association.

8. Board Members shall refrain from defaming anyone in the community.

Board Members shall not engage in defamation by any means, of any other Board Member, Association member, resident, contractor, vendor, or management staff members. The Association shall deem any Board Member who engages in defamation to be acting outside the scope of his authority as a Board Member.

9. Board Members shall refrain from harassing Association members or residents.

Board Members shall not in any way harass, threaten or otherwise attempt to intimidate any other Board Member, Association member or resident. The Association shall deem any Board Member who harasses, threatens or otherwise attempts to intimidate other Association members or residents to be acting outside the scope of his authority as a Board Member.

10. Board Members shall refrain from interfering with management staff and Contractors.

No Board Member shall interfere with the duties of management staff or any contractor executing a contract in progress. All communication with contractors must go through one designated Board Member or management or must otherwise be in accordance with Board policy.

B. BOARD MEMBER CONFIDENTIALITY

1. Confidential Matters

Unless specifically authorized by a majority vote of the Board, during their terms of Service and thereafter, Board members shall not disclose the following, except to a Board member or employee of the Association's management company:

- a. Matters when such disclosure would constitute an unwarranted invasion of privacy, including, but not limited to, a homeowner's failure to timely pay his or her obligations to the Association and any Association action with respect to same;
- b. Information related to pending or anticipated litigation or contract negotiations;
- c. Matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer;
- d. Matters involving the employment, promotion, discipline, or dismissal of a specific employee of the Association; and
- e. Matters discussed in an executive session meeting or matters pertaining to an Association issue mentioned in an email forwarded among Board members.

Each Trustee shall enter into a confidentiality agreement attached hereto as **Exhibit A** concerning Board business. If a Trustee fails to enter into the confidentiality agreement, then the Board may call for that Trustee to be excused from discussions pertaining to the confidential information.

2. Prohibition against Reproductions

Unless specifically authorized by a majority vote of the Board, during their terms of Service and thereafter, Board members shall not make any copies, or reproductions, of any documents that are Confidential Information, or store copies of any Confidential Information on any electronic media.

3. Return of Confidential Documents

Upon ceasing to be a Board member for any reason whatsoever the Board member shall, within fourteen (14) days thereafter, return all Confidential Information to the Association. Each Board member acknowledges the importance of safeguarding all Confidential Information, and, as such, will make all reasonable efforts to ensure that no Confidential Information is misplaced or lost.

The Association's documents, including any confidential information, located in the Association's management office shall not be permitted to be removed from the office by any Board member without authority from a majority of the Board.

C. BOARD MEMBER CONDUCT AT MEETINGS

In addition to the requirements specified above, at any Association meeting, the meeting shall be presided over by the Board President, or, in his or her absence, the Vice President, or, in his or her absence, the Secretary.

Regardless, the presiding officer's decision, in the absence of a contrary unanimous vote by the balance of the remaining Board members present, shall be final and controlling with respect to the following issues:

- a. Who is recognized and/or permitted to speak. No Board member may speak without being recognized and given the floor by the presiding officer.
- b. How long a person is permitted to speak. No Board member may speak beyond the time when the presiding officer indicates that he or she must stop.
- c. The topic permitted to be spoken upon. No Board member may speak on any topic except the topic then currently recognized by the presiding officer.
- d. Whether or not the Board member is out of order and whether the Board member may continue to speak.

D. ENFORCEMENT

In case the presiding officer finds that one or more Board members has violated this Resolution or any provisions of the Association's Governing Documents, the presiding officer shall proceed as follows:

- | | |
|-----------------|---|
| First Offense: | The presiding officer shall address the offending person, note that he is out of order and direct him to correct his actions. This warning shall be noted in the minutes. |
| Second Offense: | The presiding officer shall address the offending person, noting that he is again out of order, and direct him to correct his actions. The presiding officer shall direct the person taking the minutes to note in the minutes (1) that this was a second warning, (2) identify what the offending conduct was, and (3) note that further violation will result in the person no longer being recognized. |
| Third Offense: | The presiding officer shall call for a Board vote to authorize an official request that the Board member resign. |

- a. Notwithstanding any provision herein, the Association may exercise any and all rights and remedies available to it at law, in equity and/or pursuant to its Declaration and By-Laws.
- b. Should any provision herein be determined to be invalid, the remaining provisions herein shall remain in full force and effect.
- c. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

Exhibit A
CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made this ____ day of _____, 20__ between Greenbriar II Homeowners Association, Inc. (“Association”) and _____ (“Trustee”).

WHEREAS, the Association is the owner of certain documents, knowledge and information relating to the administration of the Association and the relationships between and among the Association, its members and other individuals and entities (including, but not limited to, information concerning unit owner delinquencies, attorney/client privileged communications, contract negotiations, and those matters involving threatened, pending or actual litigation) (collectively, the “Confidential Information”); and

WHEREAS, the Trustee has become a member of the Association’s Board of Trustee and therefore must learn about and examine the Confidential Information in order to fulfill the Trustee’s duties to the Association; and

WHEREAS, the Trustee acknowledges that he or she has reviewed and understands the Administration Resolution Regarding Board Member Confidentiality; and

NOW, THEREFORE, in consideration of the fiduciary nature of the Trustee’s duty to the Association, the disclosing of the Confidential Information to the Trustee and the Association’s reliance on the Trustee’s promises herein, it is agreed as follows:

1. The Trustee agrees that any Confidential Information disclosed to the Trustee is for the sole purpose of enabling the Trustee to fulfill the role of Association Trustee and in no event shall the Trustee be deemed, by virtue of the terms of this Agreement or by any disclosure to or discussion with the Association, to have acquired any right or interest in or to such Confidential Information.
2. The Trustee agrees not to disclose, communicate or publish Confidential Information to any person or entity except other current Trustees, the Association’s current management and/or the Association’s current attorneys so long as any such disclosure does not relate to a dispute between the Association and such current Trustee, current management company or the current attorneys or would otherwise violate the Trustee’s fiduciary duty to the Association. The Trustee agrees not to use any of the Confidential Information received, acquired or obtained from the Association or any other person or entity except in fulfillment of the Trustee’s fiduciary duty to the Association. The Trustee’s obligation to maintain the confidentiality of the Confidential Information shall continue in perpetuity, unless otherwise agreed to by the Association. The Trustee agrees to promptly notify the Association of any unauthorized use or disclosure of any Confidential Information by the Trustee or others and to take prompt and effective steps to prevent a recurrence of such use or disclosure.
3. All Confidential Information furnished to the Trustee shall remain the property of the Association and shall be returned to the Association promptly at its request with any and all copies made thereof.
4. The Trustee acknowledges that failure to perform the obligations and agreements set out herein may result in irreparable injury to the Association. Accordingly, the Trustee further agrees that, in addition to remedies otherwise available, any and all such obligations may be enforced by suit, restraining order and/or by injunction.
5. The validity, interpretation and enforceability of this Agreement shall be governed by the laws of the State of New Jersey (notwithstanding any laws regarding Conflicts of Law, New Jersey or otherwise) and any and all disputes arising from this Agreement shall be heard by the State courts located in the State of New Jersey and this agreement shall inure to the benefit of and be binding upon the Association and the Trustee. This Agreement reflects the entire agreement between the

parties hereto with respect to the subject matter hereof. This agreement may only be amended by an instrument in writing specifying it as an amendment to this Agreement and executed by all parties hereto.

6. The Trustee acknowledges his/her fiduciary duty, and duties of utmost loyalty, care and confidentiality to the Association as set forth in, and/or implied, by the New Jersey Condominium Act, Non-Profit Corporations Act, the Declaration and/or By-Laws or otherwise.
7. The Trustee understands that failure to comply with the terms of this agreement could subject him/her to claims by the Association or other persons or entities, and/or that such disclosure may cause such claims to not be covered by any Association insurance and/or indemnification/exculpation protections, if any, afforded by the Association to its Trustees.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first mentioned above.

Greenbriar II Homeowners Association, Inc.

By: _____, President _____, Trustee

THE GREENBRIAR II HOMEOWNERS ASSOCIATION

Resolution Type: Policy

Relating To: Board Member Conduct

Duly adopted at a meeting of The Greenbriar II Homeowners Association held this 25 day of July, 2022.

| <u>Officer</u> | Vote: | | | |
|----------------------------------|------------|-----------|----------------|---------------|
| | <u>YES</u> | <u>NO</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| <u>Stan Miszczenki</u> , Trustee | <u>X</u> | _____ | _____ | _____ |
| <u>Rodney Ravaoli</u> , Trustee | <u>X</u> | _____ | _____ | _____ |
| <u>Robert Leach</u> , Trustee | _____ | <u>X</u> | _____ | _____ |
| <u>Jim HARRIS</u> , Trustee | <u>X</u> | _____ | _____ | _____ |
| <u>Walter Tucker</u> , Trustee | <u>X</u> | _____ | _____ | _____ |

Attest:


Jim HARRIS, Secretary

7/25/22
 Date

File:


Book of Minutes -
 Book of Resolutions:

| | Book No. | Page No. |
|----------------|----------|-----------|
| Policy | <u>2</u> | <u>86</u> |
| Administrative | _____ | _____ |
| Special | _____ | _____ |
| General | _____ | _____ |

Resolution Effective: September 25, 2022.

NOW THEREFORE, Stan Miszczenki, the President of The Greenbriar II Homeowners Association., based on the authority granted by the Association's Declaration, By-Laws and the vote reflected above, submits this Resolution for recordation in the Office of the Clerk of Ocean County.

The Greenbriar II Homeowners Association



STAN MISZCZENSKI, President

CORPORATE ACKNOWLEDGMENT

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

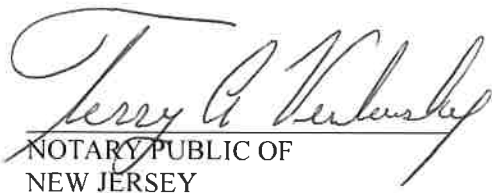
On the 25 day of July, 2022, Stan Miszczenki personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of The Greenbriar II Homeowners Association (the "Association") and

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

Signed and sworn to before me on

July 25, 2022



NOTARY PUBLIC OF
NEW JERSEY



RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
850 Carolier Lane
North Brunswick, NJ 08902
(732)-246-1221