



OCEAN COUNTY CLERK'S OFFICE
RECORDING DOCUMENT
COVER SHEET

SCOTT M. COLABELLA
OCEAN COUNTY CLERK
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INSTR # 2020127737
OR BK 18134 PG 730
RECORDED 10/30/2020 02:54:42 PM
SCOTT M. COLABELLA, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

OFFICIAL USE ONLY

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

10/21/2020

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
Association

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

RETURN NAME AND ADDRESS:
Greenbriar II Homeowners Association
1 Greenbriar Blvd.
Brick, NJ 08724

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:

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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.

**GREENBRIAR II HOMEOWNERS ASSOCIATION, INC.
AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
RELATING TO TORT IMMUNITY**

THIS AMENDMENT to the Declaration of Greenbriar II Homeowners Association, Inc. is made this 21 day of October, 2020 by the Greenbriar II Homeowners Association, Inc. (the "Association"), a Non-Profit Corporation of New Jersey, by and through its Board of Trustees (the "Board"), having a principal office at 1 Greenbriar Boulevard, New Jersey, 08724, and

WHEREAS, the Greenbriar II Homeowners Association, Inc., was created by the filing of ^{Bill} Declaration of Restrictive and Protective Covenants recorded on July 20, 1978 in the Ocean County Clerk's Office in Deed Book 3736, Page 1, et. seq., as may be amended from time to time; and

WHEREAS, N.J.A.C. § 5:26-8.13(f) requires that associations provide at least fourteen (14) days' notice for votes on amendments; and

WHEREAS, N.J.S.A. § 2A:62A-13 states that "a. Where the bylaws of a qualified common interest community specifically so provide, the association shall not be liable in any civil action brought by or on behalf of a unit owner to respond in damages as a result of bodily injury to the unit owner occurring on the premises of the qualified common interest community. b. Nothing in this act shall be deemed to grant immunity to any association causing bodily injury to the unit owner on the premises of the qualified common interest community by its willful, wanton or grossly negligent act of commission or omission"; and

WHEREAS, N.J.S.A. § 2A:62A-14 states that "No bylaws shall be amended in accordance with section 2 of this act [2A:62-13] unless the amendment is approved by the owners of at least two-thirds of the units held by unit owners other than the developer in the qualified common interest community"; and

WHEREAS, Bylaws, Article III, Section 3, provides that "[a]t each meeting of the Members, two hundred (200) Members authorized to vote, present in person, by proxy or ballot by mail, shall constitute a quorum for the transaction of business except where otherwise provided by law"; and

WHEREAS, notice of a ballot by mail vote on these amendments was mailed at least fourteen (14), but no more than sixty (60), days prior to the return deadline of October 20, 2020; and

WHEREAS, at the deadline for return of ballots, a quorum of owners having voted, at least two-thirds (2/3) of the fully-authorized membership of the Association voted in favor of amending to implement tort immunity; and

WHEREAS, Association's Board of Trustees has determined to incorporate this amendment into the Declaration of Covenants and Restrictions instead of the Association's Bylaws; and

NOW, THEREFORE the Association hereby amends and modifies the Association's Declaration as set forth below:

1. Association's Declaration, Article X, Section 19, titled Tort Immunity is hereby added as follows:

The Association shall not be liable in any civil action brought by or on behalf of an owner or an owner's spouse to respond in damages as a result of bodily injury to the owner or the

owner's spouse occurring on the premises of the qualified common interest community. Nothing in this provision shall be deemed to grant immunity to the Association for bodily injury to the owner or the owner's spouse caused by the Association's willful, wanton or grossly negligent act of commission or omission.

2. This Amendment shall supersede any conflicting provisions in the Declaration and/or Bylaws, any previously adopted amendments and any rules and/or regulations with respect to the same subject matter.
3. Should any provision herein be determined to be invalid, the remaining provisions herein shall remain in full force and effect.
4. All other terms and conditions of the Declaration and Bylaws shall remain in full force and effect.
5. Notwithstanding the full execution of this Amendment, this Amendment shall not take effect until recorded in the Ocean County Clerk's Office.

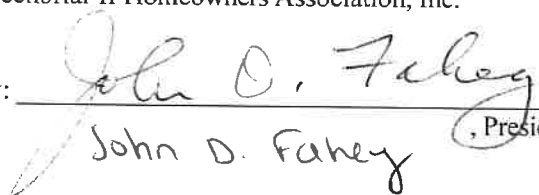
IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Declaration of Greenbriar II Homeowners Association, Inc. on the day and year listed above.

WITNESS:



Greenbriar II Homeowners Association, Inc.

By:


John D. Fahey, President

NOW THEREFORE, John D Fahey, the President of Greenbriar II Homeowners Association, Inc., based on the authority granted by the Association's Declaration, Bylaws, and the membership vote reflected above, hereby submits this amendment for recordation in the Ocean County Clerk's Office.

Greenbriar II Homeowners' Association, Inc.

John D. Fahey
John D. Fahey President

CORPORATE ACKNOWLEDGEMENT

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

On the 21 day of October, 2020, John D Fahey 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 Greenbriar II Homeowners' Association, Inc. (the "Association"); and
- (b) this document was signed and delivered by the Association as it voluntary act and deed by virtue of authority from its Members.

Sworn and subscribed before me on this

21 day of October, 2020.

Terry A Verbovsky
NOTARY PUBLIC - NEW JERSEY



RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
850 CAROLIER LANE
NORTH BRUNSWICK, NJ 08902

GREENBRIAR II HOMEOWNERS ASSOCIATION
THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration made this 5th day of June, 1989 by the Greenbriar II Homeowners Association (the "Association"), a corporation of the State of New Jersey.

WITNESSETH

Whereas, the Association desires to provide for the preservation of the values and amenities in the community known as Greenbriar II and for the maintenance of the common land and facilities and to this end desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II to the Covenants, Restrictions, Easements, Changes and Liens, hereinafter set forth.

Now, therefore, the Association declares that the real property described in Article I, and such additions thereto as may hereafter be made pursuant to Article I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Restrictions, Easements, Changes and Liens (sometimes referred to as the "Declaration", and/or "Covenants and Restrictions") hereinafter set forth.

The Greenbriar II Homeowners Association shall be the beneficiary at any and all of the Covenants and Restrictions hereinafter set forth, and shall have the power to enforce the same by any lawful procedure in law of equity, or by any other lawful means.

ARTICLE I DEFINITIONS

SECTION 1. The following words, when used in this Declaration of any supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) "Association" shall mean and refer to the Greenbriar II Homeowners Association.
- (b) "The Properties" shall mean and refer to all such existing properties and permitted additions thereto, as are subject to this Declaration under the provisions of Article II hereof.

- (c) “Common Land” shall mean and refer to those areas of land shown on any recorded subdivision plot of the properties and intended to be devoted to the common use and enjoyment of the Owners of the properties.
- (d) “Lot” shall mean and refer to any lot shown on any present or future recorded subdivision map of the properties (with the exception of Common Land as heretofore described) or shown on an approved site development plan of the properties.
- (e) “Living Unit” shall mean and refer to any building situated upon the properties designed and intended for use and occupancy as a residence.
- (f) “Owner” shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties but, notwithstanding any applicable theory of mortgages, shall not mean or refer to the mortgage of a Lot or Living Unit.
- (g) “Member” shall mean and refer to all those Owners who are members of the Association as provided for in the By-Laws.
- (h) “Facilities” shall mean buildings, structures, fixtures, items of personalty, improvements of whatsoever nature, associated with the Common Land.
- (i) “Non-Owner Resident” shall mean any permanent occupant of a Living Unit who is not a Member or Owner.
- (j) “Occupant” and “Invitee” shall mean anyone rightfully on the premises.
- (k) “Guest” shall mean any Invitee of a Member, Non-Owner Resident, Owner or Occupant.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. EXISTING PROPERTY

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located in Brick Township, Ocean County, and is more particularly described as follows:

Being all of the Lots and/or Living Units and Common Land and Facilities shown on the maps of Greenbriar II, as hereinafter set forth, or as such maps may be amended as follows:

Section 1: Brick Township, Ocean County, New Jersey, Prepared by Fellows, Reed & Weber, Dated March, 1978 and Filed in the Ocean County Clerk's office on July 19, 1978 as Map No. C-801.

Section 2: Brick Township, Ocean County, New Jersey, Prepared by Fellows, Reed & Weber, Dated March, 1978 and Filed in the Ocean County Clerk's office on July 19, 1978 as Map No. D-801.

Section 3: Brick Township, Ocean County, New Jersey, Prepared by Fellows, Reed & Weber, Dated March, 1978 and Filed in the Ocean County Clerk's office on July 19, 1978 as Map No. E-801.

Section 4: Brick Township, Ocean County, New Jersey, Prepared by Fellows, Reed & Weber, Dated December 19, 1978 and Filed in the Ocean County Clerk's office on April 25, 1979 as Map No. F-890.

Section 5: Brick Township, Ocean County, New Jersey, Prepared by Fellows, Reed & Weber, Dated December 19, 1978 and Filed in the Ocean County Clerk's office on April 25, 1979 as Map No. D-891.

Section 6: Brick Township, Ocean County, New Jersey, Prepared by Fellows, Reed & Weber, Dated December 19, 1978 and Filed in the Ocean County Clerk's office on April 25, 1979 as Map No. E-891.

Section 7: Brick Township, Ocean County, New Jersey, Prepared by Fellows, Reed & Weber, Dated March 7, 1979 and Filed in the Ocean County Clerk's office on July 26, 1979 as Map No. D-926.

Section 8: Brick Township, Ocean County, New Jersey, Prepared by Fellows, Reed & Weber, Dated March 7, 1979 and Filed in the Ocean County Clerk's office on July 26, 1979 as Map No. E-926.

Section 9: Brick Township, Ocean County, New Jersey, Prepared by Fellows, Reed &

Weber, Dated March 7, 1979 and Filed in the Ocean County Clerk's office on July 26, 1979 as Map No. F-926.

Section 10: Brick Township, Ocean County, New Jersey, Prepared by Fellows, Reed & Weber, Dated March 7, 1979 and Filed in the Ocean County Clerk's office on July 27, 1984 as Map No. D-927.

Section 11: Brick Township, Ocean County, New Jersey, Prepared by John S. Truhan Associates, Dated November 23, 1983 and Filed in the Ocean County Clerk's office on July 26, 1979 as Map No. H-1405.

Section 12: Brick Township, Ocean County, New Jersey, Prepared by John S. Truhan Associates, Dated March 19, 1984 and Filed in the Ocean County Clerk's office on January 17, 1985 as Map No. G-1481.

Section 13: Brick Township, Ocean County, New Jersey, Prepared by John S. Truhan Associates, Dated December 7, 1984 and Filed in the Ocean County Clerk's office on January 29, 1985 as Map No. G-1553.

Section 14: Brick Township, Ocean County, New Jersey, Prepared by John S. Truhan Associates, Dated March 15, 1985 and Filed in the Ocean County Clerk's office on March 4, 1986 as Map No. G-1634.

AMENDMENT TO SECTION 8: Brick Township, Ocean County, New Jersey, Prepared by Fellows, Reed & Weber, Dated January 30, 1980 and Filed in the Ocean County Clerk's office on April 25, 1980 as Map No. C-1006.

AMENDMENT TO SECTION 9 Brick Township, Ocean County, New Jersey, Prepared by Fellows, Reed & Weber, Dated January 30, 1980 and Filed in the Ocean County Clerk's office on April 25, 1980 as Map No. A-1007

SECOND AMENDMENT TO SECTION 8: Brick Township, Ocean County, New Jersey, Prepared by Fellows, Reed & Weber, Dated November 10, 1980 and Filed in the Ocean County Clerk's office on January 21, 1981 as Map No. E-1084.

SECTION 2. ADDITIONS TO EXISTING PROPERTY

Additional lands may become subject to this Declaration in the following manner:

- (a) Additions by Amendment to Declaration

Subject to any laws or ordinances appertaining thereto and upon approval of the Board of Trustees, other properties may be added to the scheme of this Declaration, the By-Laws, and Rules and Regulations and become subject to the jurisdiction of the Association such additional properties may include properties beyond the present boundaries of the properties as appears on the "preliminary and sit development plan of Greenbriar II" approved by the Brick Township Planning Board and/or any revisions or amendment thereto.

(b) MERGERS

Upon a merger or consolidation of the Association with another Association, subject to any laws or ordinances appertaining thereto and as provided in its Certificate of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association or alternatively, the properties, rights and obligations of another Association may be added to the property, rights and obligations of the Associations as a surviving corporation pursuant to a merger, the surviving or consolidated Association may administer the Covenants and Restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants established by this Declaration within the existing property except as hereinafter provided.

(c) RIGHTS OF THOSE IN ADDED PROPERTIES

Any person who purchases any Lot or Living Unit in the properties that may be subsequently added, shall have voting rights in the Association, rights of enjoyment to all Common Land and Facilities, and any other benefits equal to the other Members of the Association.

(d) BENEFITS FOR ALL

The Common Land and Facilities in any subsequently added or merged property shall be for the benefit and use of all Members of the Association.

(e) ADDED PROPERTY OR CHANGES

There shall be additional property added nor Amendment or change made to these approved Declarations of Covenants and Restrictions, By-Laws or Certificate of Incorporation which would affect zoning, site plan consideration or any other item which is within the jurisdiction or right of review by the Brick Township Planning Board or any other Municipal Agency without first obtaining approval, in writing by said planning board or any other Municipal Agency.

ARTICLE III OWNERSHIP AND RESIDENCY

SECTION I. REQUIREMENTS FOR OWNERSHIP

The intent of this Declaration is to establish and qualify Greenbriar II as a community primarily dedicated to residents 55 years of age or older.

- (a) The purchaser of a home in this community shall be no less than 55 years of age; provided however, that in the event a Lot or Living Unit is owned by more than one person as tenants by the entirety, only one of said persons must be no less than 55 years of age.
- (b) The age requirement for ownership shall not apply to an Owner(s) who purchases a Living Unit as a residence for his relative(s) who meet the age requirements of this Declaration.
- (c) Anyone over the age of 18 may reside with a resident who meets the age requirement of 55 years of age.
- (d) No resident under age 55 who was lawfully living in Greenbriar II as of February 14, 1989 shall be required to vacate occupancy. The purpose of this is to preserve the rights of those residents under the age of 55 at the time of filing of the amendment to the Declaration of Covenants and Restrictions.

SECTION 2. RIGHTS, DUTIES, AND OBLIGATIONS

The vesting of ownership by transfer of title into any Owner of a Lot or Living Unit shall vest in said Owner all of the rights described herein to the use and enjoyment of the Common

Land and Facilities and shall make said Owner a beneficiary of each of the Restrictive Covenants and By-Laws of the Association. The vesting of title unto the Owner, and as part of the consideration given by the Owner therefore shall create a duty and obligation on said Owner to comply with each and every covenant and restriction, by-law, and any and all rules and regulations promulgated by the Association.

The right and enjoyment of all Common Land and Facilities shall extend to and include all guests, occupants, residents, invitees, lessees, etc., and such right of enjoyment shall carry with it a corresponding obligation to abide by and comply with all of the provisions of the Declaration of Covenants and restrictions, the By-Laws and Rules and Regulations of the Association.

ARTICLE IV RESTRICTIONS

All Lot and/or Living Unit Owners, as well as guests, residents, occupants, lessees, etc. in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Certificate of Incorporation, By-Laws of the Association and Rules and Regulations that may be promulgated by the Association, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all Lot and/or Living Unit Owners, occupants, guests, invitees, tenants, residents, and lessees, etc. to wit.

SECTION 1. No Living Unit shall be used for any purpose other than a single family residence or dwelling.

SECTION 2. No exterior radio, television or electronic antenna, aerial or satellite dish shall be erected, maintained or operated upon any of the Lots or building or structures located thereon, and the erection, maintenance or operation of any of the same is prohibited except as required by a community antenna system.

SECTION 3. No signs of any nature whatsoever shall be erected or displayed upon any of the property.

SECTION 4. No clothing, bedding or other similar items, shall be aired or dried in any outdoor area.

SECTION 5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any

Lot, except that no more than 2 cats or 2 dogs or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No domestic animal shall be permitted to run loose on the Properties.

SECTION 6. No individual water supply system shall be permitted on any Lot.

SECTION 7. Easements for installation and maintenance of utilities, drainage facilities, TV cable lines and sprinkler system are reserved by the Association.

SECTION 8. No structures of a temporary character, trailer, tent, shack, garage, barn or other out building shall be used on any Lot at any time as residence either temporary or permanently. All trailers, campers, motor homes and boats shall be stored in an area designated by the Association.

SECTION 9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

SECTION 10. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and stored indoors. Any contractor, repairman or other person retained by a unit Owner to perform work on any swelling unit or common area shall clean up all rubbish at the conclusion of each work day.

SECTION 11. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 12. No individual sewage disposal system shall be permitted on any Lot.

SECTION 13. No building, fence, wall, walkway, hedge, trees, bushes, excavation or grading operation or other structure 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, heights, materials and location of same shall have been submitted to and approved in writing by the architectural control committee.

SECTION 14. No Lot Owner, member, guest, lessee, resident, occupant, invitee, etc. shall commence any digging or earth moving or regarding operations of any nature whatsoever without first obtaining permission of the architectural control committee. This section is intended

as a protection against inadvertent disruption of underground services and creation of a nuisance to adjoining property Owners.

SECTION 15. The Association shall not be liable in any civil action brought by or on behalf of an owner or an owner's spouse to respond in damages as a result of bodily injury to the owner or the owner's spouse occurring on the premises of the qualified common interest community. Nothing in this provision shall be deemed to grant immunity to the Association for bodily injury to the owner or the owner's spouse caused by the Association's willful, wanton or grossly negligent act of commission or omission.

ARTICLE V GENERAL PROVISIONS

SECTION 1. ASSOCIATION MEMBERSHIP

All Property Owners shall automatically become Members of the Association and shall thereupon be subject to its By-Laws and Rules and Regulations. Ownership of a Living Unit, and Membership in the Association shall give the benefits and privileges as well as the duties and obligations as defined in other provisions of this Declaration. No Property Owner shall have the right to terminate his membership in the Association except by sale or transfer of the Living Unit. Membership in the Association is non-transferable and any attempt to transfer shall be null and void.

SECTION 2. DURATION

The Covenants and Restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, unless a majority of the then Owners of the Living Units express agreement to change said Covenants and Restrictions by voting by ballot at a polling place. The agreement to change shall be recorded at least thirty days in advance of the effective date.

SECTION 3. NOTICES

Any notice required to be sent to any Member or resident under the provisions of

this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or resident on the records of the Association at the time of such mailing.

SECTION 4. ENFORCEMENT

Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain or recover damages, and against the Land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restrictions herein contained such in no event be deemed a waiver of the right to do so thereafter.

SECTION 5. SEVERABILITY

Invalidation of any of these covenants or restrictions shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 6. AFFIRMATION & RATIFICATION

The Declaration of Covenants and Restrictions dated July 20, 1978 and the Amendment dated February 14, 1989 are hereby affirmed and ratified. To the extent that this second Amendment contradicts the provisions of the first amendment and the Original Declaration dated July 20, 1978, the provisions of this Amendment shall take precedence.

SECTION 7 - EFFECTIVE

These changes shall become effective thirty (30) days from the date of filing hereof.

In Witness thereof, said Declarant has cause this instrument to be executed in its corporate name by its proper corporate officers, and its corporate seal to be affixed, the day and year first above written.