



Homeowner Handbook

2025 Edition

This publication, the 2025 Edition, replaces all prior editions of the Holiday Heights Declaration of Covenants and Restrictions, Bylaws, Rules and Regulations and the Developer's Offering Statement. It is the official and sole source of information for the precepts that guide the Holiday Heights community and shall be deemed controlling in matters pertaining to the Holiday Heights Homeowners Association, Inc.

This book is to stay with the property at

Address: _____

It must pass from seller to buyer.

**Cover picture courtesy of
John Abella**

The Holiday Heights Handbook

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This booklet contains three sections: Declaration of Covenants and Restrictions, Bylaws, and Rules and Regulations.

The Declaration of Covenants and Restrictions contain the rights of each Owner, as well as the obligations of those who purchase a Lot and Living Unit in this community. Most importantly, it is qualified by age. It was and is designed as a Planned Residential Retirement Community, and at least one person occupying a Lot and Living Unit must be fifty-five (55) years of age or older.

The Bylaws deal with the broad procedural directives of matters pertaining to the Homeowners Association. They deal with the benefits and protective matters for safe, secure and comfortable living. They list the various clubs and activities that have been established for your participation and enjoyment. The Bylaws spell out the obligations of various officers and list as well, the membership meetings of the Homeowners Association.

The Rules and Regulations are a description of the functional guide of the daily operation of the Homeowners Association.

The success of this community is on the Residents. Other than the office staff and maintenance personnel, the community is run by those who live here and volunteer to make things happen. We encourage you to volunteer and participate in the community. Join a club, chair a committee and hold an office. Take advantage of the many indoor and outdoor activities. You will find it rewarding to be an active resident of Holiday Heights.

The Board of Directors

Holiday Heights Homeowners Association, Inc.

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The Declaration of Covenants and Restrictions

Declaration of Covenants and Restrictions

ARTICLE I – DEFINITIONS

The following words when used in this Declaration shall have meaning as follows:

1. **“Association”** shall mean the Holiday Heights Homeowners Association, Inc., a New Jersey non-profit corporation operating as a not-for-profit corporation.
2. **“Board”** shall mean and refer to the Association Board of Directors.
3. **“Bylaws”** shall mean the Association Bylaws and all amendments thereto.
4. **“Common Properties”** shall mean and refer to the real property or real property interests owned by the Association including those areas of land devoted to the common use and enjoyment of the Owners, Residents and Guests designated as “Green Areas” on any filed subdivision map of The Properties together with any and all facilities thereon.
5. **“Declaration”** shall mean and refer to the Association Declaration of Covenants and Restrictions, and all amendments thereto.
6. **“Developer”** shall mean and refer to Hovsons, Inc., a corporation of the State of New Jersey, its successors or assigns.
7. **“Director”** shall mean and refer to an Owner in Good Standing who is a member of the Association Board of Directors.
8. **“Good Standing”** shall mean an Owner who is current on the payment of common expenses, late fees, legal fees, or other charges lawfully assessed, and which Owner has not failed to satisfy a judgment for common expenses, late fees on unpaid assessments, legal fees, or other charges lawfully assessed.

An Owner is in “Good Standing” if the Owner is in full compliance with a settlement agreement with respect to the payment of assessments, legal fees or other charges lawfully assessed, or the Owner has a pending, unresolved dispute concerning charges assessed in which a dispute has been initiated through a valid alternative to litigation pursuant to subsection c. of Section 2 of P.L. 1993, c.30 (C.45:22A-44) (Alternative Dispute Resolution) provided no other disputes which have been resolved otherwise render the Owner’s status to be not in “Good Standing”.

An Owner is not in “Good Standing” if the Owner owes the Association money and the Owner is not in full compliance with a settlement agreement with the Association for the payment of monies or otherwise delinquent in the performance of an act agreed to be done by the Owner.

An Owner or Resident is in “Good Standing” if they are not in violation of the Association Code of Conduct, Declaration, Bylaws, or Rules, or they have been offered the opportunity to participate in Alternative Dispute Resolution by either the Association or another Owner and they have not declined to participate in Alternative Dispute Resolution.

9. **“Guest”** shall mean any person who is not an Owner and is not a Resident, but who occupies or is present in a Living Unit or on a Lot, including all visitors.

10. **“Living Unit”** shall mean and refer to all or any portion of a building situated upon The Properties designated and intended for use and occupancy as a residence.
11. **“Lot”** shall mean and refer to any plot of land shown on the filed subdivision map of The Properties, which was owned by the Developer, with the exception of Common Properties as herein defined.
12. **“Membership Privileges”** shall mean certain rights afforded to each Owner and/or Resident who is in full compliance with the Declaration, Bylaws, and Rules. For a Resident and Owner in Good Standing with the Declaration, Bylaws, and Rules, these rights include the right to serve as an officer for any club sanctioned by the Board, to participate in any activity sponsored by any club sanctioned by the Board, to serve as a leader or officer of any group sanctioned by the Board, to participate in any activity sponsored by any groups sanctioned by the Board, to receive the Association publication or any other publication or communication from the Association, to use, enjoy and/or otherwise occupy the Common Properties, or, to attend or participate in any Board meetings.

For an Owner in Good Standing, Membership Privileges additionally includes the right to vote in Association matters, to nominate themselves or another Owner in Good Standing to run for the Board, to be elected or appointed to serve on the Board, and to vote to amend the Association Declaration and Bylaws.

If the Owner of a Lot and/or Living Unit is not in Good Standing or is not entitled to enjoy Membership Privileges, such Owner and all Residents of such Owner’s Lot and/or Living Unit shall not be allowed to enjoy Membership Privileges.

Even though an Owner or Resident is not entitled to enjoy Membership Privileges, such Owner or Resident must otherwise comply with and abide by all obligations and duties as set forth in the Declaration, Bylaws, and Rules.
13. **“Owner”** shall mean any such purchaser who has a current fee simple interest in a deed for a Lot and/or Living Unit recorded with the Ocean County Clerk’s Office authorized to hold title pursuant to and in accordance with the Declaration, Bylaws, and Rules, but not withstanding any applicable theory or mortgage or lien. Owner shall not refer to a mortgage or lien holder of any Lot and/or Living Unit. Additionally, any Trust and Life Estate as authorized in Article II in the Bylaws shall be deemed an Owner.
14. **“Resident”** shall mean and refer to any person or persons who occupy any Lot and/or Living Unit who are not an Owner or Guest but who permanently reside in the Living Unit.
15. **“Rules”** shall mean Rules and Regulations adopted by the Board.
16. **“The Properties”** shall mean and refer to all the lands described in Article II of the Declaration.

ARTICLE II – ADDITIONS TO THE PROPERTIES

Section 1. Description of Property (as per Addendum)

Holiday Heights is a Planned Residential Retirement Community (PRRC) of approximately 562.95 acres of land in the northwest portion of Berkeley Township in the County of Ocean and the State of New Jersey, as referred to in the “Description of Property” attached hereto, and any other real property acquired or developed by the Association.

Section 2. Additions to Existing Property

1. The Board shall have the right to bring within the scheme of this Declaration, additional property provided that such additions are in accordance with a general plan of development and compliant with all local, state and federal laws.
2. The Owner of any Lot and/or Living Unit that may be added to The Properties shall have the same rights and privileges in the Association, the same right of enjoyment of all the Common Properties, as well as the same duties, responsibilities and obligations as every Owner.

ARTICLE III – OBLIGATIONS TO ASSOCIATION AND VOTING RIGHTS

Section 1. Obligations to Association

Every Owner and Resident and Guest shall be subject to comply with and be bound by all of the obligations imposed by the Declaration, Bylaws, and Rules.

Section 2. Conveyance of Interest in Association

If a transfer of recorded title is made pursuant to and in accordance with the Declaration, Bylaws, and Rules, each Owner's interest in the Association shall be deemed to be conveyed automatically by the delivery of a recorded deed.

Section 3. Voting Rights

When expressly authorized by the Declaration, Bylaws, and Rules, every Lot is entitled to one (1) full vote in affairs of the Association. If more than one person owns a Lot, such persons shall have that portion of one vote proportionate to their ownership in the Lot.

ARTICLE IV – COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments

1. The Owner of any Lot and/or Living Unit in The Properties, together with any additions thereto, hereby covenant and agrees to pay to the Association in accordance with these Declarations, an annual assessment and any special assessment in an amount to be fixed by the Board, payable on a date or dates as determined by the Board which shall include any and all charges for late fees, and all reasonable attorney fees and costs incurred by the Association to collect such assessments.
2. The annual and special assessments, together with late fees, and all reasonable attorney fees and costs incurred by the Association to collect such assessments, shall become a lien on the Lot against which each assessment is made. Each such assessment together with late fees, and all reasonable attorney fees and costs incurred by the Association to collect such assessments, shall be an obligation of the Lot Owner at the time such assessments become due and payable.

Section 2. Annual Assessment

1. The assessments levied by the Association shall be used generally for the purpose of promoting the recreation, health, safety and welfare of the Owners, including but not limited to the payment of taxes and insurance thereon, repairs, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.
2. The annual assessment shall be payable in advance to the Association with a frequency and on a day to be fixed by the Board.

3. In the event it is determined by the Board that the existing annual assessment rate is insufficient, the Board shall set a new rate. Advance written notice of the new rate shall be given to all Owners.

Section 3. Special Assessment

Unless there are emergency circumstances, the levying of a special assessment by the Board shall be contingent upon a majority of the votes cast in person by Owners in Good Standing at a Special Election.

Section 4. Effect of Non-Payment of Assessments

1. In the event one or more of the quarterly payments of the annual assessment are not paid within thirty (30) days of the due date, or a duly authorized special assessment is not paid within thirty (30) days of the due date, then the assessment shall become delinquent and shall, together with such late fees thereon as may be determined by the Board and costs of collection thereon, including but not limited to all reasonable attorney fees and costs incurred by the Association to collect such assessments, shall become a continuing lien upon the Lot and/or Living Unit and shall be binding upon the Lot and/or Living Unit and shall be a personal obligation of the Owner, his successors, heirs or assigns. In the sole discretion of the Board, the Association may bring an action at law against the Owner personally for their failure to pay or may foreclose against the Lot and/or Living Unit in the same manner as one would foreclose a real estate mortgage.
2. Subject to N.J.S.A. 45:22A-44.1 the lien of the assessment provided herein shall be subordinated to the lien of any first mortgage and taxes placed upon the Lot prior to the assessment.

Section 5. Exempt Property

The following real property subject to the Declaration shall be exempt from the assessments and liens created herein:

1. All properties to the extent of any easement or other interest therein dedicated and accepted by any public authority or devoted to public use
2. All Common Properties as herein before defined
3. All easements, rights of way, licenses or any other right given to any other entity for use of utilities, services or drainage

ARTICLE V – RIGHTS IN COMMON PROPERTIES AND FACILITIES

Section 1. Easement of Enjoyment

Only Owners and their Residents subject to the Bylaws, and Rules of the Association shall have the right to enjoy Membership Privileges including an easement of enjoyment in and to the Common Properties and facilities. With the exception of Residents, such easements shall pass with recorded title to every Lot Owner authorized to and in compliance with the Declaration, Bylaws, and Rules.

Section 2. Rights of the Association by the Board

The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association through its Board, to borrow money for any purpose set forth herein and in the Bylaws, contingent upon a majority of the votes cast in person by Owners in Good Standing at a Special Election
2. The right of the Board to take such steps as are reasonably necessary to protect the Common Properties against foreclosure

3. The right of the Board as provided in the Bylaws and Rules of the Association to suspend the Membership Privileges or rights of any Owner and/or Resident to enjoy the Common Properties and facilities for any period during which any monies due the Association remains unpaid or for the infraction of or which otherwise arise from the Declaration, Bylaws or Rules
4. The right of the Board to admit to the use and enjoyment of Common Properties and facilities to Owners and such persons who lawfully occupy but do not own a Lot or Living Unit
5. The right of the Board to charge reasonable admission and other fees for the use of the Common Properties and facilities.

ARTICLE VI – TRANSFER AND SUBSEQUENT TRANSFER

Section 1. Acceptance of Deed

All Owners of any Lot and Living Unit, and their respective Residents and Guests upon the Owner's acceptance of a recorded deed, shall be bound by the Declaration, Bylaws, and Rules.

Section 2. Age Restrictions

No occupant shall be less than fifty-five (55) years of age, provided, however, that in the event a Lot and/or Living Unit owned by two individuals who are spouses or Domestic Partners under New Jersey law, only one must meet the age requirement for occupancy. Additionally, any Trust and Life Estate as authorized in Article II in the Bylaws shall be deemed an Owner.

In the event that an Owner of a Lot or Living Unit dies, testate or intestate, leaving as heirs one or more persons who do not qualify as to age, these restrictions shall in no way be deemed to restrict the ownership of said Lot or Living Unit by the heirs provided, however, that said heir or heirs, their successors or assigns, shall not occupy said Lot or Living Unit until they meet the age requirement together with such other requirements that may be contained herein. Surviving heirs who are not fifty-five (55) years of age or older must vacate the Living Unit within a period of time not to exceed one (1) year from the date of the death of the age-qualified decedent. This shall extend to any person with life tenancy who must vacate the Lot and Living Unit until age qualified.

However, if the Living Unit is occupied by a Resident or Guest who is under the age of fifty-five (55), the age-qualified occupant must jointly occupy the Living Unit with said Resident or Guest for at least nine (9) months per calendar year.

Section 3. Persons Under Eighteen (18) Years of Age

No sale, transfer, gift, assignment, lease or grant shall be made of any Lot or Living Unit covered by this Declaration to any purchaser, lessee, transferee or grantee who intends to have as a Resident or Guest in the Lot or Living Unit a person under the age of eighteen (18) for any stay exceeding ninety (90) days per calendar year.

Section 4. Sale of Lot, Disclosure to Board

No transfer including but not limited to any sale, gift, lease, assignment or grant of any Lot or Living Unit shall be made by any Owner to any prospective purchaser or lessee until the existing Owner who desires to transfer makes full disclosure to the Board in writing. The prospective purchaser or lessee must provide written confirmation, with acceptable proof, that all prospective permanent Residents meet all the age qualifications that are set forth herein and in the Bylaws.

ARTICLE VII – EXTERIOR MAINTENANCE

Section 1. Maintenance

1. Each Owner is responsible for the exterior maintenance of their Lot and/or Living Unit including, but not limited to: painting, repairs, replacement and care of roofs, gutters, downspouts, steps and porches, windows and doors, building surfaces, grounds, lawns, trees, shrubs and the maintenance, repair and replacement of sidewalks and walkways. At the sole discretion of the Code Committee and the Board, nothing visible on a Living Unit or its surrounding Lot should be viewed as unsightly, or regarded as an excessive use of figurines or decorations, with an exception for seasonal holiday displays. Nothing contained herein shall be deemed to relieve the Owner of the interior maintenance of their Living Unit.
2. Each Owner shall maintain the slope areas on their Lot in such manner as to prevent soil erosion and to maintain slopes, banks, swales and drainage-ways located on their Lots for the preservation of designated drainage patterns over their Lot, surrounding Lots and Common Properties. Each Owner shall not in any way interfere with established drainage patterns within The Properties.
3. Where it is determined by the Board that an Owner has failed to perform exterior maintenance, or in other ways has not complied with the provisions of this section, the Board shall issue such Owner written notice to correct the condition within a specific time.

Section 2. Assessment of Cost

The Board may impose fines for and seek full reimbursement of all charges to correct, including reasonable attorney fees and costs or other expenditures incurred by the Association to address or correct any violation of the Declaration, Bylaws, and Rules, including per diem fines if the violation is of a continuing nature, which shall be in addition to any unpaid annual assessment to which the Lot/Living Unit is subject and, as part of such annual assessment, it may become a lien on the Lot and the obligation of the Owner and shall become due and payable together with the annual assessment. Additionally, the Association may file suit to recover all fines and costs imposed pursuant to maintenance violations and otherwise additionally recover all reasonable attorney fees and costs incurred by the Association which arise from or relate to any violation of the Declaration, Bylaws, and Rules including but not limited to the collection of any judgment.

Section 3. Assessment of Liability

Any person who acquires purported or recorded title to any Lot/Living Unit shall be jointly and severally liable with the prior Owner for any and all fines, costs imposed pursuant to Section 1. of this Article VII, or monies otherwise due the Association pursuant to the Declaration, Bylaws, or Rules which were outstanding at the time of passing of purported or recorded title and, by virtue of the acceptance of the aforesaid purported or recorded title, recognizes and accepts such monies due the Association may become a lien against the recorded title to the Lot. Enforcement of the aforesaid lien shall be as provided in Article IV of this Declaration.

ARTICLE VIII – PROPERTY AND USE RESTRICTIONS

Section 1. Lot and Living Unit Restrictions

No building, fence, wall or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition, change or alteration be made to any Living Unit until the plans and

specifications showing all details of same are submitted to and approved in writing by the Board and before a Holiday Heights Project Permit, or a Berkeley Township permit, where required, can be issued. Nothing contained herein shall be deemed to authorize the Owner to deviate from the original architectural design of the Living Unit unless authorized by the Rules.

Section 2. Property and Use Restrictions

The Board is authorized to promulgate Property Rules and Regulations regarding the use, maintenance, upkeep and conduct of those persons relative to The Properties.

Section 3. Handicapped Use

No provision, term or restriction set forth in this Declaration shall be construed, interpreted or implemented so as to prohibit the reasonable adaptation of any Lot or Living Unit to the extent permitted by law for use by handicapped individuals.

ARTICLE IX – EASEMENTS

Section 1. Easements

The Properties shall have a perpetual easement under, over and across each Lot and Living Unit for the purpose of installation, maintenance and repair of all utility, drainage and other service facilities. The Owner of each and every Lot covenants and agrees, by their acceptance of their purported or recorded deed, not to plant any shrubs, trees, or make any other improvements to the easement shown on any filed subdivision map and designated “General Easement Reserved to Hovsons, Inc. and/or its Successors and Assigns” or which otherwise creates a threat to the health, safety and welfare of Owners, Residents and Guests of the The Properties.

Section 2. Developer’s Title to Common Properties

The Developer’s deed of conveyance of Common Properties to the Association shall except therefrom and reserve to the Developer, its heirs and assigns all oil, gas, and other minerals underlying the land thereby conveyed together with the rights of the Developer, its heirs and assigns to enter in, upon and under such land to mine, excavate and remove such oil, gas and other minerals.

Section 3. Berkeley Township Easement in Common Properties

The Common Properties, excluding clubhouses and other buildings, shall be subject to a valid easement which is hereby granted to the Township of Berkeley, its successor and assigns, but not to the public in general to enter upon all roadways, streams, lakes, parking areas, driveways, sidewalks and walkways for the purpose of maintaining the health, benefit and welfare of the citizens of the Township of Berkeley including but not limited to all Owners, Residents and Guests of the Association.

ARTICLE X – PRECEPTS OF THE DECLARATION

Section 1. Term of Declaration

1. Notwithstanding Article XII of this Declaration, this Declaration, shall run in perpetuity and shall not be terminated until a vote of not less than a two-thirds (2/3) vote of the full Board, and a vote via mail-in ballot by Owners in Good Standing representing two-thirds (2/3) of the Association Lots.
2. The acceptance of a purported or recorded deed or by occupancy of any Lot or Living Unit within The Properties shall be conclusively deemed to mean that the Owner, and their respective Residents and Guests approve, adopt and are subject to the Declaration together with all amendments

thereto; the Bylaws and the Rules, and the Owner along with any Resident or Guest of such Lot and Living Unit will comply therewith. Such approval of the Declaration, Bylaws, and Rules shall further be deemed to mean that said Declaration, Bylaws, and Rules shall run with the land.

Section 2. Validity

In the event it is determined by a Court of Law that a specified provision or provisions of this Declaration or any part thereof is unconstitutional, unenforceable, or in any way unlawful, said provision or provisions shall be severable from the remaining portion of this Declaration. The intent, therefore, is that the remaining portions of this Declaration shall remain in full force and effect and that any judicial decree shall only affect that limited and specific portion held unenforceable.

Section 3. Enforcement

Enforcement of this Declaration shall be, if necessary, through any way deemed appropriate by the Association, including but not limited to a proceeding at law or equity against any person or persons by a suit for enforcement of the Declaration and/or Bylaws and/or Rules and/or damages or other relief. It is further provided that the enforcement of this Declaration may be by the Township of Berkeley, any Lot Owner, or the Association through its Board.

ARTICLE XI – AMENDMENTS

An Amendment to the Declaration of Covenants and Restrictions requires a majority vote of the full Board and a fifty-one percent (51%) majority of full votes cast by Lot Owners in Good Standing. All voting will be by mail-in ballot. To be effective, Amendments shall be recorded with the Ocean County Clerk. A copy of the recorded Amendments with Book and Page number shall be made available to all Owners.

ARTICLE XII – TAX SALES

The Owner of a Lot or Living Unit by acceptance of a purported or recorded deed, accepts such title subject to the rights of the Association to redeem any tax sales certificate, or take an assignment of the same, and to acquire by reason of such redemption any and all rights accruing thereby in the conformity with N.J.S.A. 54:5-54, any conveyance or alienation by the grantee, his heirs, successors, administrator or assigns to the contrary notwithstanding.

ARTICLE XIII – VOTE TO ACCEPT A PROPERTY MANAGER

As per the Association Certificate of Incorporation, it was the expectation of the Developer that within sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Owners, the Developer's control of the Board shall terminate at which time the Owners shall elect the entire Board. Furthermore, upon turnover, the affairs of the Association shall be managed by a Board who must be Owners.

The Association has historically been self-managed, that is, the Board and the Board's retention of employees have exclusively managed the affairs of the Association. To the extent the Owners want to no longer be self-managed and retain a third-party, independent of the Association to manage the Association, the following process shall be followed to retain a third-party property manager, independent of the Association, to manage the Association:

1. A motion shall first be made by a Director or Owner in Good Standing to present for a vote to all Owners a proposed change in the status of the Association from self-managed to being managed by a third-party property manager, independent of the Association.
2. If a vote of two-thirds (2/3) of the full Board approves, or a petition of Owners in Good Standing representing not less than two hundred fifty (250) Lots requests to present for vote to all Owners a proposed change in the status from self-managed to third-party management, a date to take such vote shall be scheduled within one hundred twenty (120) days and notification must be posted in the Association publication and on the Association website as soon as practicable, and sent by USPS mail to the Owner of each Lot/Living Unit within thirty (30) days of the Board approving to present the issue for vote.
3. After thirty (30) days from the date of the mailing, three (3) separate meetings shall be held with the Owners at the Association clubhouse to present the proposal, provide discussion, anticipated additional cost per household, and the relevant information, including but not limited to specific budgeting impacts.
4. The three (3) meetings will be held fifteen (15) days apart, taking place once on a weekday afternoon, once on a weekday evening, and once on a Saturday afternoon.
5. Fifteen (15) days after the last meeting, the ballot proposing to change the Association management status will be mailed by USPS. Fifteen (15) days after the ballot is issued, two (2) special meetings shall be held one on a weekday/evening, and one on a Saturday, to address any questions or concerns over the amendment.
6. The ballots will be due back forty-five (45) days from the date of the mailing and all ballots cast shall be done in a manner to maintain full anonymity.
7. After the return date, the ballots will be publically counted before all Owners who wish to be present.
8. A two-thirds (2/3) vote of full votes cast by Lot Owners in Good Standing shall be necessary to change the management status of the Association from self-management to third-party management, the vote tally must be immediately announced to all Owners after the votes are counted, and the final tally shall be posted on the Association website, on the clubhouse bulletin board and via Robo Call.
9. If the management status of the Association is changed to a third-party management and either two-thirds (2/3) of the full Board approves, or a petition of Owners in Good Standing representing not less than two hundred fifty (250) Lots requests to present for vote to all Owners a proposed change the status of the Association from third-party management to self-management, the same protocol for Paragraphs 2 - 8 of this Article shall be followed.

ARTICLE XIV – THE ASSOCIATION’S SUCCESSOR

In the event the Association shall cease to function through lack of participation of the Owners, or is dissolved, the Township of Berkeley shall have the right by special assessments to assess all Owners a sum of money annually, which would be sufficient to pay the taxes on The Properties for their proper upkeep, maintenance and preservation.

The Bylaws

Bylaws

ARTICLE I – DEFINING THE BYLAWS

Section 1. Definition of Terms

The following words when used in these Bylaws shall have meaning as follows:

1. **“Association”** shall mean The Holiday Heights Homeowners Association, Inc., a New Jersey non-profit organization operating as a not-for-profit corporation.
2. **“Board”** shall mean and refer to the Association Board of Directors.
3. **“Bylaws”** shall mean the Association Bylaws and all amendments thereto.
4. **“Common Properties”** shall mean and refer to the real property or real property interests owned by the Association including those areas of land devoted to the common use and enjoyment of the Owners, Resident and Guests, designated as “Green Areas” on any filed subdivision map of The Properties, together with any and all facilities thereon.
5. **“Declaration”** shall mean and refer to this Association Declaration of Covenants and Restrictions, and all amendments thereto.
6. **“Developer”** shall mean and refer to Hovsons, Inc., a corporation of the State of New Jersey, its successors or assigns.
7. **“Director”** shall mean and refer to an Owner in Good Standing who is a Member of the Association Board of Directors.
8. **“Good Standing”** shall mean shall mean an Owner who is current on the payment of common expenses, late fees, legal fees, or other charges lawfully assessed, and which Owner has not failed to satisfy a judgment for common expenses, late fees on unpaid assessments, legal fees, or other charges lawfully assessed.

An Owner is in “Good Standing” if the Owner is in full compliance with a settlement agreement with respect to the payment of assessments, legal fees or other charges lawfully assessed, or the Owner has a pending, unresolved dispute concerning charges assessed in which a dispute has been initiated through a valid alternative to litigation pursuant to subsection c. of Section 2 of P.L. 1993, c.30 (C.45:22A-44) (ADR) provided no other disputes which have been resolved otherwise render the Owner’s status to be not in “Good Standing”.

An Owner is not in “Good Standing” if the Owner owes the Association money and the Owner is not in full compliance with a settlement agreement with the Association for the payment of monies or otherwise delinquent in the performance of an act agreed to be done by the Owner.

An Owner or Resident is in “Good Standing” if they are not in violation of the Declaration, Bylaws, or Rules, or they have been offered the opportunity to participate in Alternative Dispute Resolution

by either the Association or another Owner and they have not declined to participate in Alternative Dispute Resolution.

9. **“Guest”** shall mean any person who is not an Owner and is not a Resident, but who occupies or is present in a Living Unit or on a Lot, including all visitors.
10. **“Living Unit”** shall mean and refer to all or any portion of a building situated upon The Properties designated and intended for use and occupancy as a residence.
11. **“Lot”** shall mean and refer to any plot of land shown on the filed subdivision map of The Properties, which was owned by the Developer, with the exception of Common Properties as herein defined.
12. **“Membership Privileges”** shall mean certain rights afforded to each Owner and/or Resident who is in full compliance with the Declaration, Bylaws, and Rules. For a Resident and Owner in Good Standing with the Declaration, Bylaws, and Rules these rights include the right to serve as an officer for any club sanctioned by the Board, to participate in any activity sponsored by any club sanctioned by the Board, to serve as a leader or officer of any group sanctioned by the Board, to participate in any activity sponsored by any groups sanctioned by the Board, to receive the Association publication or any other publication or communication from the Association, to use, enjoy and/or otherwise occupy the Common Properties, or, to attend or participate in any Board meetings.

For an Owner in Good Standing, Membership Privileges additionally includes the right to vote in Association matters, to nominate themselves or another Owner in Good Standing to run for the Board, to be elected or appointed to serve on the Board, and to vote to amend the Association Declaration and Bylaws.

If the Owner of a Lot and/or Living Unit is not in Good Standing or is not entitled to enjoy Membership Privileges, such Owner and all Residents of such Owner’s Lot and/or Living Unit shall not be allowed to enjoy Membership Privileges.

Even though an Owner or Resident is not entitled to enjoy Membership Privileges, such Owner or Resident must otherwise comply with and abide by all obligations and duties as set forth in the Declaration, Bylaws, and Rules.

13. **“Owner”** shall mean any such purchaser who has a current fee simple interest in a deed for a Lot and/or Living Unit recorded with the Ocean County Clerk’s Office authorized to hold title pursuant to and in accordance with the Declaration, Bylaws, and Rules, but not withstanding any applicable theory or mortgage or lien. Owner shall not refer to a mortgage or lien holder of any Lot and/or Living Unit. Additionally, any Trust and Life Estate as authorized in Article II in the Bylaws shall be deemed an Owner.
14. **“Resident”** shall mean and refer to any person or persons who occupy any Lot and/or Living Unit who are not an Owner or Guest but who permanently reside in the Living Unit.
15. **“Rules”** shall mean Rules and Regulations adopted by the Board.
16. **“The Properties”** shall mean and refer to all the lands described in Article II of the Declaration.

Section 2. Precepts of The Bylaws

1. Applicability: These Bylaws shall be applicable to all Owners, Residents, and their respective Guests.
2. Invalidity: The invalidity of any part of these Bylaws shall not impair the validity, enforcement, or the effect of the balance of these Bylaws.
3. Waiver: No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated, repealed, nullified or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
4. Captions: The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provisions thereof.
5. Gender: The use of the masculine gender in these Bylaws shall be deemed to include all genders, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 3. Amendments to the Bylaws

1. The initial process to amend the Bylaws commences upon a proposed amendment being approved by a two-thirds (2/3) vote of Directors at a meeting which a quorum is present, and which may be proposed by one of the following:
 - the Bylaws Committee
 - Lot Owners in Good Standing who have signed a petition representing at least fifteen percent (15%) of all Lots
 - a Director
2. Notice of the proposed amendment to the Bylaws shall be published in the Association publication, on the Association website and shall be read and reviewed at two Association meetings.
3. An amendment to the Bylaws requires a vote by the Lot Owners in Good Standing in one of two ways, namely, by an affirmative vote in favor of the proposed amendment, or by an affirmative vote against the proposed Amendment, unless the Board is otherwise required to the extent necessary to render the Bylaws consistent with state, federal or local law pursuant to N.J.S.A. 45:22A-46d(5)(a).
 - A. For an affirmative vote in favor of a proposed amendment, the ballot shall provide notice to all Owners via United States regular mail of the proposed amendment which shall require a fifty-one percent (51%) majority of full votes cast by Lot Owners in Good Standing.
 - B. For an affirmative vote against a proposed amendment, the ballot shall provide notice to all Owners via United States regular mail of the proposed amendment which notice shall include a ballot to reject the proposed amendment and if Lot Owners in Good Standing representing less than ten percent (10%) of all Lots vote to reject the amendment within thirty (30) days of its mailing, the amendment shall be deemed approved.
 - C. Where more than one amendment of the Bylaws is being voted upon, the Board shall determine whether such vote to approve proposed amendments shall be voted upon individually or voted upon as a group.
 - D. To be effective, amendments to the Bylaws shall be recorded with the Ocean County Clerk. A copy of the recorded amendment(s) with Deed Book and page numbers shall be made available to all Owners.

ARTICLE II – OWNERSHIP AND OCCUPANCY

Section 1. Ownership

Ownership of a Lot and/or Living Unit shall be pursuant to the restrictions herein and without restrictions on the age of the purchaser which would violate federal or state discrimination laws.

Ownership in a Lot and/or Living Unit will only be vested in:

A. A purchaser with a current fee simple interest in a deed for a Lot and/or Living Unit recorded with the Ocean County Clerk's Office without regard to any applicable theory or mortgage or lien, and authorized to hold title pursuant to and in accordance with the Declaration, Bylaws, and Rules and Regulations.

B. A Non-Owner Occupant purchaser who acquires title to a Lot and/or Living Unit pursuant to specific terms and conditions as provided in a written agreement, approved by both the prospective purchaser and Holiday Heights Homeowners Association, Inc. for the express purposes of renovation, refurbishing and reselling of a Lot and/or Living Unit to maintain the age-restricted status of the Association.

C. A Trust and Life Estate pursuant to the following conditions:

Trusts are allowed only under limited conditions since it was the developer's intent to maintain a community of Lots and Living Units in which recorded title is held by human beings as opposed to non-human, cognizable legal entities. As such, no non-human may take recorded title to or any ownership interest in any Lot or Living Unit except for certain legally, cognizable trust or life estates which present unique and special criteria as defined below. In order to acquire recorded title to or any ownership interest in any Lot and/or Living Unit, such trust or life estate must first satisfy the following criteria:

1. The trust or life estate must be created by the current Owner of the Lot and Living Unit.
2. A copy of the recorded deed in the name of the trust or life estate must be delivered to the Association office within thirty (30) days of recordation.
3. For any Lot or Living Unit placed in trust or a life estate, all persons occupying the Living Unit pursuant to the trust or life estate must fully comply with the Declaration, Bylaws, and Rules and the trust or life estate shall be jointly and severally liable for violations of same.
4. The name(s) of the person(s) occupying the Living Unit whether it is the Owner, their spouse, domestic partner, or others named in the trust, or life estate, must be provided to the Association office within thirty (30) days of the deed being recorded.
5. In either a trust or life estate situation, the trust or life estate must include in writing, within thirty (30) days, the names of the persons denoted as voting members for the Lot and Living Unit.
6. No trust or life estate shall be created or used in such a way whereby the Lot and/or Living Unit is being employed to perpetuate a business and/or to become part of a rental business, including affiliated businesses, whether for profit or not for profit, or is otherwise associated with properties, whether commercial or residential.
7. The Board shall be entitled to promulgate Rules to elaborate upon the nature and extent of the terms and condition permitted by this Article II.

Section 2. Consent and Agreement

Ownership or occupancy of any Unit by any person shall be deemed to mean said person has consented to and agrees to be bound by these Bylaws, the Declaration and the Rules.

Section 3. Conveyance of Title

1. For each and every Owner, trust, life estate and Non-Occupant Owner, their interest in a Lot and/or Living Unit, and consequently in the Association, shall be conveyed automatically by the delivery of a deed recorded with the Ocean County Clerk, and delivered to the Association office within thirty (30) days of the deed being recorded to any person authorized by the Declaration, these Bylaws and the Rules.
2. Any person who acquires title to any Lot and/or Living Unit shall be jointly and severally liable with the prior Lot and/or Living Unit Owner for any and all monies due to the Association which were outstanding at the time of the purported or recorded passing of title and, by virtue of acceptance of the aforesaid title, recognizes and accepts such monies due the Association as a lien against the title of the Lot. Enforcement of the lien shall be as provided in Article IX, Paragraph 8 of the Bylaws and in the Declaration, Article IV, Section 4.
3. Owners shall not exceed their Lot boundary limits as shown in their Lot survey for personal use and enjoyment. Owners shall not place any item, thing, tree, plant, landscaping, structure, object or encroachment of any kind upon the Common Properties. The Association shall not be responsible for any damage, personal injury or property damage, arising from the acts of Owners, Residents or Guests using the Common Properties in violation of this paragraph. The infringement upon or use of Common Properties by an Owner, Resident or Guest shall not give rise to any future legal title to any portion of the Common Properties.
4. Owners who sell, gift, transfer, lease or assign any Lot and/or Living Unit shall disclose such action to the Association office beforehand and shall provide written confirmation with acceptable proof that all persons who will occupy the Lot and Living Unit shall do so in compliance with the Declaration, Bylaws, and Rules.
5. Upon title transfer of a Lot and/or Living Unit, the transferor (seller) shall be responsible to provide to the transferee (buyer) the two Owner and two Guest Access Cards and the most recent Association Handbook. If the seller fails to do so, the handbook and/or the Cards must be purchased by the seller at a cost set by the Board.

Section 4. Age-Qualified Occupancy

Occupancy of any Lot/Living Unit shall require at least one occupant who is fifty-five (55) years of age or older and who shall not have as permanent residents anyone less than eighteen (18) years of age. Permanent is defined as the collective occupancy of a Lot and/or Living Unit exceeding ninety (90) days per calendar year. If the Living Unit is occupied by a Resident or Guest who is under the age of fifty-five (55), the fifty-five (55) year old or older person must jointly occupy the Living Unit with said Resident or Guest for at least nine (9) months per calendar year.

1. Non-compliance may result, at the discretion of the Board, in the assessment of a penalty together with the payment of any and all costs and expenses incurred or expended by the Association, including all reasonable attorney fees, in enforcing compliance. Continuing non-compliance may result in the placing of a lien upon the Lot and Living Unit. (Ref: Declaration Article IV, Section 4.).
2. In the event an age-qualified occupant of a Lot or Living Unit dies, a surviving non-age qualified Resident who is not fifty-five (55) years of age or older must vacate the Living Unit within a period of time not to exceed one (1) year from the date of the death of the age-qualified Owner, unless

such survivor attains the age of fifty-five (55) years within one (1) year of the death of the age-qualified occupant. This shall extend to any person with a trust or life estate who shall similarly vacate the Unit until attaining the age of fifty-five (55).

Section 5. Unit Leasing

1. One (1) year shall be the minimum lease term for a Lot and Living Unit and Lessees shall provide a copy of the lease which expressly, jointly and severally binds the Owners and lessees and their respective Residents and Guests to abide by the Declaration, the Bylaws and the Rules. Acceptable proof of age of all Residents must be provided and updated with the Association office. Any lease or occupancy of a Living Unit not expressly authorized by these Bylaws shall be invalid unless and until approved and authorized by the Association in writing.
2. Leasing of any Lot/Living Unit shall be restricted to at least one person who is fifty-five (55) years of age or older and who shall not have as permanent Residents anyone less than eighteen (18) years of age, with permanent being defined as any stay exceeding ninety (90) days per calendar year. If the Living Unit is occupied by a Resident or Guest who is under the age of fifty-five (55), the fifty-five (55) year old or older person must jointly occupy the Living Unit with said Resident or Guest for at least nine (9) months per calendar year.
3. Leasing or renting of a Lot/Living Unit is prohibited until such Lot/Living Unit has been the Owner's primary residence and occupied by such Owner for at least one (1) year preceding the lease of the Lot/Living Unit.
4. The renting of less than an entire Lot/Living Unit and the renting of only a portion of the Living Unit, such as a room or rooms, is prohibited. No more than four (4) persons shall occupy a Living Unit.

ARTICLE III – VOTING

Section 1. Owner Voting Rights

1. Every Lot and the corresponding Living Unit is apportioned one (1) full vote. If a Lot and Living Unit is owned by two or more persons, each Owner of that Lot and Living Unit shall be entitled to a fractional share of one (1) full vote. For example, two (2) Owners shall each have a half (1/2) vote; three (3) Owners, one-third (1/3) and so on. Residents who are not Owners of the Units in which they reside shall not be entitled to vote.
2. Where a Lot and Living Unit has been placed in trust or a life estate as permitted by the Rules and has been established by deed, only person(s) designated by the trustee shall be identified to the Association office as having exclusive voting rights in Association matters.
3. No proxy votes are accepted.

Section 2. Director Elections

1. The Election of Directors shall be conducted in accordance with Article V.
2. At the discretion of the Board, all voting by Owners to elect persons to the Board shall be by one or more of the following: in-person ballot and/or absentee ballot, or mail-in ballot.

Section 3. Special Elections

Special Election voting shall be conducted and the results determined as stipulated in the applicable Bylaw or the Declaration. One of the following shall apply:

1. Voting for Amendment changes to the Declaration shall be conducted in accordance with Declaration Article XI.
2. Voting to terminate the Declaration shall be conducted in accordance with Declaration Article X, Section 1.
3. Voting to accept a Property Manager shall be conducted in accordance with Declaration Article XIII.
4. Voting for Amendment changes to the Bylaws shall be conducted in accordance with Bylaws Article I, Section 3.
5. Voting for a Special Assessment upon the Owners shall be as per Bylaws Article XI, Section 4. and Declaration Article IV, Section 3.
6. Voting to Remove a Director by Owner petition shall be conducted in accordance with Bylaws Article VII, Section 3.B.
7. Voting for expenditures of funds for over twenty-five thousand dollars (\$25,000) shall be conducted in accordance with Bylaws Article XI, Section 1. - 2.
8. Voting to borrow funds shall be conducted in accordance with Bylaws Article X, Paragraph 14.

ARTICLE IV – MEETINGS

Section 1. Notice of Meetings

Notices of meetings of the Association shall be published in the Association publication, on the Association website and posted in the Association clubhouses by the Secretary of the Board. Unless such meetings are being conducted under exigent circumstances, such notice shall be given not less than seven (7) days before the date of such meeting.

Section 2. Annual Meeting

The month following their annual Organizational Meeting, the Board shall hold the Annual Meeting at which the summary of receipts and disbursements of the fiscal year ended August 31 shall be presented. If the new fiscal year’s Operating Budget projects an increase of the monthly assessment, it shall be reviewed and discussed with the Owners at this meeting.

Section 3. General Meetings

General Meetings of the Owners and Residents shall be held alternate months, September through July, at days and times designated by the Board. In addition to a minimum of six (6) meetings per year, the Board may schedule additional meetings as deemed appropriate. General Meetings are held for the recommendations of Owners and Residents and for the dissemination of information; no quorum of Owners is necessary. Only matters that pertain to the Association as a whole may be discussed. The order of business shall be as follows unless a Special Order of Business motion has been carried:

- | | |
|---|---|
| 1. Call to Order | 6. Reports of Standing Committees & Clubs |
| 2. Pledge of Allegiance/Moment of Silence | 7. Reports of Special (ad hoc) Committees |
| 3. Minutes of the Previous Meeting | 8. Unfinished Business |
| 4. The Treasurer’s Report | 9. New Business |
| 5. Reports of the Directors | 10. Adjournment |

Section 4. Special Meetings

The President of the Board shall call a Special Meeting of the Owners when so directed by a majority of Directors of the Board or upon a petition presented to the Board, signed by at least twenty-five percent (25%) of Owners in Good Standing.

Section 5. Open Meetings

1. Board meetings at which binding actions are taken shall be open to attendance by all Owners and Residents in Good Standing and adequate notice of any such meetings shall be given to all Unit Owners.
2. A schedule of Open Meetings for the ensuing year shall be published within seven (7) days of the annual Organizational Meeting. If the schedule is revised, the new schedule must be published not less than seven (7) days prior to a change.
3. Meetings shall be scheduled as frequently as the Board deems necessary to conduct the business of the Association.
4. Open Meetings shall not have public discussions regarding: (1) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; (2) any pending or anticipated litigation or contract negotiations; (3) any matters falling within the attorney-client privilege, to the extent that confidentially is required in order for the attorney to exercise his ethical duties as a lawyer, or (4) any matter involving the employment, promotion, discipline or dismissal of a specific Director, officer or employee of the Association.
5. Minutes of Open Meetings and the actions taken shall be published in the next edition of the Association publication and on the Association website.

ARTICLE V – THE ELECTION OF DIRECTORS

1. Directors shall be elected annually to the Board for a three (3) year term of office. Unless electing a Board member for a position vacated prior to the full three (3) year term, there shall be staggered terms which, at a minimum, will result in two (2) Directors being elected twice in a three (3) year period and three (3) Directors once in the same three (3) year period.
2. The regularly-scheduled Director Election shall be held whether or not the number of candidates equals the number of openings. In the event there are no candidates submitted to the Board by the Election Committee, a write-in only ballot will be mailed for mail-in elections, and for in-person elections, the ballot will contain a section for write-in voting for Lot Owners in Good Standing. In the event no write-in candidate(s) are received or the write-in candidate(s) is not eligible, the Board shall appoint a Director(s) for a one-year term until the next regularly scheduled election where the order of finish shall determine which candidate will fill the seat of the unexpired term with the three (3) year terms going to the candidates with the highest number of votes, the remaining vacancies will be filled by the candidate receiving the next highest number of votes.
3. Should a vacancy occur on the Board before the next regularly scheduled Director Election, a majority of the remaining members of the Board may appoint an Interim Director to fill the vacancy. At the next regularly scheduled Director Election, the order of finish shall determine which candidate will fill the seat of the unexpired term, with the three (3) year terms going to the candidates with the highest number of votes, the remaining vacancies will be filled by the candidate receiving the next highest number of votes.

4. Notice of the impending Director Election shall be published in the July, August and September editions of the Association publication, on the Association website and shall be posted in the Association clubhouses.
5. Pursuant to N.J.S.A. 45:22A-45.2, each calendar year no sooner than July 9th and no later than July 15th, the Association shall send a written invitation, in a form authorized by the Board, to every Owner in Good Standing to nominate themselves or another Owner in Good Standing to be a candidate for Board Director. Any Owner in Good Standing may fully complete this form and return no later than August 5th via regular mail to: Election Committee Chairperson, Holiday Heights Homeowners Association, Inc. 96 Prince Charles Drive, Toms River, New Jersey 08757.
6. Although any Owner in Good Standing may nominate numerous persons, only one nominee per form is permitted to be placed as a candidate on the ballot for the Director Election. Each form must be legibly completed in full, and received no later than August 5th. Each nominee may attach to their Nomination Form a typewritten summary of qualifications in narrative form, using guidelines listed in the Association publication, not to exceed two-hundred (200) words. This summary should include information about themselves and why they want to run for the Board.
7. The Election Committee Chairperson, with the assistance of the Treasurer, shall validate whether a candidate is in Good Standing, and unless and until such candidate is in Good Standing, such candidate shall be prohibited from participating in all aspects of the election process.
8. On or before August 9th, the Election Committee Chairperson shall advise the Board in writing which candidates have accepted their nomination and who are in good standing. Only those candidate's names and summary of qualifications will be published in the September issue of the Association publication, on the Association website, and included in the Election packet.
9. The Election packet for a mail-in election, which will be mailed via regular United States mail to all Owners by August 15th, will include the mail-in ballots, summary of qualifications, voting instructions, two small blank envelopes and a larger self-addressed stamped envelope. For in-person elections, the packet will include the summary of qualifications and voting instructions.
10. The mail-in ballot(s) as well as the voting machines shall contain the names of all persons nominated and found to be in Good Standing as candidates for the Board, listed in alphabetical order by last name.
11. The mail-in ballot(s) as well as the voting machines shall list each candidate's name in the same font, in the same size, and in the same font color. The mail-in ballot as well as the voting machines shall include a space for write-in candidates for as many seats as are up for election.
12. Only candidates shall be allowed to speak on Candidate's Night, which shall be held after the ballots have been mailed in August and shall be presided over and conducted by the Election Committee Chairperson.
13. Election Day for either mail-in voting or in-person voting shall be the second Tuesday after Labor Day.
14. The tallying of all mail-in ballots shall be done publically.
15. The results of the election will be made available on the clubhouse bulletin board, via Robo Call, on the Association website and in the Association publication.
16. The mail-in ballots shall be open to inspection by any Owner of the Association for a period of ninety (90) days from the date of the election.
17. In the event a voting method results in a tie between two or more Director candidates, just those tied Director candidates shall have a run-off election via mail-in ballot within forty-five (45) days of

the election to determine who shall be elected the Director unless all of the tied candidates otherwise unanimously agree upon selecting one of the tied candidates as the Director.

18. In the case the Board by a majority vote determines it necessary to postpone the election date from the second Tuesday after Labor Day for good cause; the Board may do so provided that the election date is scheduled on or before the second Tuesday in October. The Board must duly publicize the new election date.
19. With regard to Owner voting for election of Director, a minimum of thirty (30) days prior to the election, the Association shall notify, via regular United States mail, every Owner who is not in Good Standing and why such Owner is not in Good Standing. Such notice shall also state that the Owner deemed not to be in Good Standing has the right to contest the Association's determination by requesting Alternative Dispute Resolution, as provided in the Rules. Owners shall be allowed to rectify their standing up to five (5) business days prior to the election date.

ARTICLE VI – THE OFFICE OF DIRECTOR

These Bylaws, the Declaration and the Rules shall regulate the selection, term and duties of the members of the Board in accordance with New Jersey law.

Section 1. Term of Office

1. The Board of Directors shall consist of seven (7) members. A Director's term shall be three (3) years.
2. Two (2) Directors shall be elected to full three-year terms every year. However, every third year, three (3) Directors shall be elected to full three-year terms. All Directors shall be elected by the Owners in Good Standing in accordance with Article III Section 2. of these Bylaws.
3. There shall be no alternate or substitute members on the Board.

Section 2. Qualifications for Office

1. A candidate for the Board shall be an Owner in Good Standing as defined in N.J.S.A.45:22A-23r.
2. Being an Owner in Good Standing as defined in N.J.S.A. 45:22A-23r shall be the sole criterion for an Owner to be eligible to run as a nominee, be elected to the Board and serve as a Director.
3. Not more than one Owner of a Lot shall run for or serve on the Board simultaneously.
4. A Director shall not serve, pro-tem or otherwise, as a chairperson or member of either a standing or "ad hoc" committee or as an officer of any club in the Holiday Heights community and this shall not be subject to grandfathering.

Section 3. Responsibilities of Office

1. To read, understand, abide by and uphold the Certificate of Incorporation, Bylaws, Declaration, and the Rules, including the Directors Code of Conduct.
2. To understand and agree that a Director is elected as one of seven (7) equal Directors by the Owners of the Association and that each Director has an equal voice in the affairs of the Board and the conduct of the Association.

3. To attend a voluntary pre-orientation meeting with the Election Committee Chairperson and an officer of the current Board to provide a full understanding of a Director's roles and responsibilities.
4. To aid and assist in the ongoing work of the Board and in the management of the Association and to accept a fair share of the tasks deemed necessary by the Board to accomplish same.
5. To accept the Direct Responsibility associated with facilities, staff and duties/tasks related to Board obligations.
6. To accept the role of Liaison Director to one or more Association committees and the work it entails.
7. To understand and agree that no member of the Board shall receive compensation from the Association, except for reimbursement of legitimate expenses incurred, with the prior approval of the Board, in the performance of duties and obligations as a member of the Board.
8. To understand and agree that a Director may not speak for or commit the Board to any action, purchase or position without proper authority of the other members of the Board.
9. To agree and accept that if a purchase is made or work is authorized by a Board member without approval or ratification by a quorum of the Board, the Board is under no obligation to pay and instead the Director who authorized to commit the Association would be personally responsible and the Association shall be defended, indemnified and held harmless by the unauthorized Director for all claims arising from and relating to such unauthorized purchase or work.
10. To understand and agree that a Director may take a public position on any subject but shall at all times identify the position as their own personal opinion and not that of the Board or the Association as a whole.
11. To agree and accept the responsibility to attend Board and Homeowners meetings as scheduled. Three (3) unexcused absences within a three-month period or three (3) consecutive unexcused absences may be grounds for suspension or dismissal from the Board.

Section 4. Extent of Liability

1. The Directors shall not be liable to any person, including the Owners, for any mistakes in judgement except for willful misconduct or bad faith. The Association shall defend, indemnify and hold harmless each individual Director against all claims and liability to others arising out of their conduct as a member of the Board, unless such conduct shall have been made in bad faith or knowingly contrary to New Jersey Statutory Law, New Jersey regulations and/or the provisions of these Bylaws, the Declaration or Rules.
2. Each agreement executed by the Board shall provide that the members of the Board are acting only as agents for the Association. Each Owner's liability shall be limited to their proportional share in the Association.

ARTICLE VII – OFFICERS OF THE BOARD

Section 1. Designations

The officers of the Board shall be President, Vice-President, Secretary and Treasurer. No Board member may fill more than one (1) Board office at a time.

1. The President shall be the Chief Executive Officer of the Board and shall preside at meetings of the Owners and the Board. The President shall execute contracts, agreements and other instruments of the Association.

2. The Vice-President shall have, in the absence of the President, all the powers and duties of the President and shall have such duties and responsibilities as may be assigned by the President.
3. The Secretary shall attend all meetings of the Association and the Board, shall draft resolutions and shall include all proceedings in the minutes, shall record all votes, shall have charge of the Book of Minutes, such records and papers as the Board may direct and shall perform all other duties incidental to the Office of Secretary. The Secretary shall have custody of the corporate seal and, when authorized by the Board, shall affix the same to any instrument requiring it and shall attest to the same when appropriate. The Secretary shall preside in the absence of the President and Vice-President.
4. The Treasurer shall be responsible for the handling of the Association funds, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board provided that such disbursements made in the ordinary course of business shall not need resolutions. The Treasurer shall maintain accurate records of each receipt and disbursement of the Association funds and shall be responsible for submitting to the Board all financial reports required of the Board in accordance with Article X of the Bylaws.

The Treasurer shall recommend and with the approval and in conjunction with the Board shall implement an investment program for the deposit of reserve funds. The Treasurer shall preside at the General Meeting in the absence of the President, Vice-President and Secretary.

Section 2. Election of Officers

The President, Vice-President, Secretary and Treasurer shall each be elected by the members of the Board to one (1) year terms. A Director shall not fill more than one (1) Board office at a time.

Section 3. Removal from Office or Board of Directors

A. Removal from Office by Board of Directors

1. An officer of the Board may be removed from their office on the Board by a majority vote of the Board of Directors.

B. Removal of Director by Owners

1. The removal of an elected Director from the Board may be instituted by a petition presented to the Board that has been signed by not less than fifty-one percent (51%) of Owners.
2. Within sixty (60) days of the Board receiving the petition signed by at fifty-one percent (51%) of Owners, the President of the Board shall set a reasonable date and time for an Owner vote on the removal of the so named Director, which shall be published in the Association publication and on the Association website.
3. Notice of the Special Election shall be provided to all Owners at least fourteen (14) days prior to the date of the meeting. The so-charged Director shall be given every opportunity to either defend them self or have a chosen representative defend them at a meeting of the Owners called for such purpose.
4. The vote to remove a Director shall be cast at a Special Election by in-person ballot and the result shall be determined by fifty-one percent (51%) of Owners in Good Standing present.

C. Suspension and/or Removal of Director by Board of Directors

Suspension of a Director by the Board of Directors

1. Any cause of action presented by any member of the Board of Directors against another Director shall be reviewed by the Board at an Executive Session to determine whether a Director Suspension procedure is warranted.
2. If a vote to charge the Director is deemed warranted by a majority vote of the Board at an Executive Session at which a quorum of the Board is present, the so-charged Director shall be given written notice by certified mail or overnight mail and by electronic mail of the charges and possible fine, possible suspension, possible imposition of reimbursement for reasonable attorney fees and costs incurred by the Association arising from and relating to possible suspension, if appropriate, against them, as well as the option for Alternative Dispute Resolution mediation, not Arbitration.
3. At the optional Alternative Dispute Resolution, both the Board and the so-charged Director will have an opportunity to present their cases.
4. If the so-charged Director fails to respond to the charges or the request for Alternative Dispute Resolution in writing to the Board within ten (10) days, the Board has the option to proceed with the vote for suspension, possible fine, and possible imposition of reimbursement for reasonable attorney fees and costs incurred by the Association arising from and relating to possible suspension at an Executive Session of the Board at which a quorum is present.
5. If the so-charged Director chooses Alternative Dispute Resolution, such Alternative Dispute Resolution must be conducted within thirty (30) days of the initial notice and if not, the so-charged Director shall be deemed to have waived their right to Alternative Dispute Resolution and the Board has the option to proceed with the vote for suspension, possible fine, and possible imposition of reimbursement for reasonable attorney fees and costs incurred by the Association arising from and relating to possible suspension at an Executive Session of the Board at which a quorum is present.

Removal of a Director by the Board of Directors

A Director may be removed from the Board consistent with due process pursuant to N.J.A.C. 5:26-8.11(b).

1. If the removal of a Director is deemed warranted by majority vote of the Board at an Executive Session, the so-charged Director shall be given written notice by certified mail or overnight mail and electronic mail of the charges and possible fines against them as well as the option for an Alternative Dispute Resolution.
2. At the optional Alternative Dispute Resolution, both the Board and the so-charged Director will have an opportunity to present their cases.
3. If the so-charged Director fails to respond to the charges or the request for Alternative Dispute Resolution, the Board has the option to proceed with the vote for removal at an Executive Session of the Board.
4. If the so-charged Director or the Board chooses an independent provider pursuant to N.J.A.C. 5:26-8.11(b), such independent provider selected exclusively by the Board shall, within thirty (30) days, conduct a proceeding to determine whether substantial credible evidence exists that establishes whether the so-charged Director engaged in conduct that adversely affected the interest of the Association or not.
5. At the independent provider hearing, both the Board and the so-charged Director will have an opportunity to present their case either individually or by representation.
6. If the so-charged Director fails to confirm their attendance, the proceeding will be cancelled and the Board has the option to proceed with the removal vote at an Executive Session of the Board. If

the so-charged Director fails to appear, any costs associated with the proceedings will become the responsibility of the so-charge Director. Failure to make full reimbursement will result in suspension from the Board, including a loss of Membership Privileges.

7. The independent provider's fee shall be shared equally between the alleged offending Director and the Association.
8. The independent provider's decision is final.
9. In the event the Director is removed, or the alleged offending Director fails to fully and completely reimburse the Association within thirty (30) days written notice, the Board shall appoint an Interim Director and, regardless of the outcome of the independent provider's decision, the offending Director shall be deemed removed.

ARTICLE VIII – BOARD MEETINGS

Section 1. Quorum

A quorum for the transaction of business will require the presence of at least four (4) Directors. This shall not apply where the Bylaws, the Declaration or the Rules specify a different vote requirement.

Section 2. Organizational Meetings

The annual Organizational Meeting shall be held on the Thursday following the prior Tuesday's Director Election and shall consist of the Swearing-in of Directors and the Officers Election Meeting.

A. Swearing-in of Directors

1. In the presence of all sitting and newly-elected Directors of the Association, the Election Committee Chairperson shall collectively read the Oath of Office, a form adopted by the Board, to the newly-elected Directors. Each newly-elected Director shall sign their respective Oath of Office and upon same being witnessed and signed by the Election Committee Chairperson, such newly-elected Directors shall be deemed Association Directors.
2. Notwithstanding the preceding paragraph, the Election Committee Chairperson shall not sign the Oath of Office of any newly-elected Director unless such Director is in Good Standing. The Election Committee Chairperson, with the assistance of the Treasurer shall, based upon the books and records of the Association, determine who is or is not in Good Standing.
3. Any newly-elected Director not in Good Standing as that term is defined in N.J.S.A. 45:22A-23r shall be prohibited from attending or participating in the Organizational Meetings, or any other meeting or work session of the Board until attaining the status of Good Standing.

B. Officers Election Meetings

1. At each annual Officers Election Meeting, the President, Vice-President, Secretary and Treasurer shall each be elected by a majority of the members of the Board to a one (1) year term. No Director may simultaneously hold more than one (1) officer position on the Board, with the exception of a position filled pro temp.
2. Immediately following the full administration of the Oath of Office, the Election Committee Chairperson shall convene all Directors in Good Standing for the Officers Election Meeting. At the Officers Election Meeting with a quorum present, the Election Committee Chairperson shall oversee and conduct the election of the officers in the following order: President, Vice-President,

Secretary and Treasurer. If less than all four officer positions are elected at the meeting, a pro temp officer for any unfilled position will be assigned by the President for that position on a revolving basis. Each future Officers Election Meeting for initial, unfilled positions shall be attended and overseen by the Election Committee Chairperson or such person's designee, and a majority of the Board members present who are in Good Standing may ultimately nominate and vote to elect a person for the particular position provided a quorum is present.

3. If there are an insufficient number of Board members present in person at the Officers Election Meeting to constitute a quorum, the Election Committee Chairperson shall select a date and time within ten (10) days to thereafter conduct the Officers Election Meeting. If there are an insufficient number of Board members present in person to constitute a quorum at such re-scheduled Officers Election Meeting, the Election Committee Chairperson shall thereafter reconvene the Board members as soon and as often as practicable until a quorum of Board members are present in person to conduct the Officers Election Meeting.
4. At the Officers Election Meeting with a quorum, each member of the Board may nominate them self or another member of the Board to be a candidate for office provided such nominating Board member and such nominated Board member are in Good Standing. The Election Committee Chairperson with the assistance of the Treasurer, shall, based upon the books and records of the Association, determine who is or is not in Good Standing.
5. At the Officers Election Meeting with a quorum, the Election Committee Chairperson shall make a request of each Board member in Good Standing to nominate them self or another Board Director to run for a particular office. Each nominated Board Director must expressly advise the Election Committee Chairperson whether or not they accept running for a particular office.
6. At the Officers Election Meeting with a quorum, upon soliciting all Board members with respect to candidates for a particular office, the Election Committee Chairperson shall announce to the Board all of the candidates for a particular office and conduct a voting process that preserves anonymity. There shall be a separate and independent nomination and election for each office, starting with the Office of President, followed by the offices of the Vice-President, Secretary and Treasurer. Only the Election Committee Chairperson shall collect the anonymous votes and count votes. However, all of the votes may be reviewed by any member of the Board.
7. At the Officers Election Meeting with a quorum, the first candidate to receive a majority vote from the Board members present shall be deemed elected to that particular office.
8. At the Officers Election Meeting with a quorum, if no candidate receives a majority vote from the Board members present in the first vote, the highest vote getters, regardless of how many persons that may be, shall be announced by the Election Committee Chairperson to be the candidates for this particular office. The Election Committee Chairperson shall then conduct a voting process that preserves anonymity. If no candidate receives a majority vote from the Board members present for the particular office, this process will be repeated for a total of three votes until one candidate receives a majority vote from the Board members present.
9. If after the third vote no candidate is elected for a particular position by a majority of the Board members present, the President, in the presence of the Election Committee Chairperson, shall appoint a candidate pro tem to fill that particular position.
10. The Election Committee Chairperson or such person's designee, shall submit a written report to the Board within ten (10) days of the Officers Election Meeting and within ten (10) days of any

Board meeting at which the Board's initial officer position is filled, reporting upon each vote taken in the Officers Election Meeting or subsequent meeting at which the Board's initial officer position is filled. However, the written votes pertinent to each of the votes taken shall be preserved in the Association office by the Election Committee Chairperson to the exclusion of all persons, shall be locked in the Association office, and unless by unanimous written vote of the entire Board, same are allowed to be released or the contents of the box are otherwise ordered by a court or directed by the Department of Community Affairs to be released.

11. Upon the swearing in of all officers, the Election Committee Chairperson shall arrange to have the prior-year's preserved votes destroyed but not the report(s) of such elections(s) which shall be retained as if same were Board meeting minutes.
12. All Directors must be in Good Standing and if a Director is not in Good Standing for more than thirty (30) consecutive days, such Director shall be deemed to have resigned from the Board and shall no longer be deemed a Director and thereafter be barred from serving as a Director unless thereafter duly elected pursuant to Article III, Section 3. of these Bylaws.

C. Directors Responsibility Meeting

1. The Directors Responsibility Meeting shall be held no later than the second week following the Organizational Meeting.
2. At the Directors Responsibility Meeting, the Liaison and Direct Report responsibilities of the individual Directors shall come under discussion. All seven (7) Directors shall accept Liaison and Direct Report responsibilities.
3. At the Directors Responsibility Meeting, the Liaison and Direct Report responsibility of the individual Directors shall be voted upon by a majority of the Board. If a majority of the Board is unable to agree upon the Liaison and Direct Report responsibilities of the individual Directors, the President shall have the exclusive responsibility to make such assignments.

Section 3. Regular Meetings

Regular or "work session" meetings of the Board shall be held at such time and place as shall be determined by a majority vote of the Board members.

Section 4. Special Meetings

Special Meetings of the Board may be called by the President or initiated by the President at the request of a Board member on a minimum of two (2) days' notice unless exigent circumstances require less notice to each member of the Board. If the majority of Board members present at a time when a Special Meeting is deemed in order by a quorum, then formal notice can be waived and the meeting can be called.

ARTICLE IX – OPERATIONAL POWERS AND DUTIES OF DIRECTORS

The Declaration, Bylaws, and Rules provide that the affairs of the Association shall be managed, administered and governed by the Board. The powers and duties of said charge shall include but not be limited to the following:

1. To enforce the provisions of the Association as embodied in the Certificate of Incorporation, the Declaration, the Bylaws, and Rules.

2. To cause the community to continue to qualify as fifty-five (55) or over housing under the "Housing for Older Persons" exemption of the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, by the publication and adherence to the policies and procedures that demonstrate said intent, including but not limited to:
 - a) the manner in which the community is described to prospective permanent residents, the lease and transfer provisions, the Rules, the deed and the terms of the Declaration, the maintenance and consistent application of relevant transfer procedures; actual practices of the community consistent with directives and ordinances of Berkeley Township, and the public posting on the Common Properties of statements describing the community as housing for persons fifty-five (55) years of age or older
 - b) the enforcement of the age restrictions contained in Article VI of the Declaration consistent with directives and ordinances of Berkeley Township
 - c) the ability of the Association office to produce verification of compliance with the Housing for Older Persons Act (HOPA) through reliable census and affidavits for routinely determining the age of the occupants residing in each Lot and/or Living Unit which must take place at least once every two (2) years and shall include appropriate documentation, including but not limited to Driver's License, Birth Certificate, or other documents signed by the Owner asserting that at least one permanent Resident of the Lot and/or Living Unit is fifty-five (55) years of age or older, except to the extent that those particular persons have previously provided age verification, copies of which are still available in the records of the Association office
3. To not conflict by its actions with the Declaration, Bylaws, and Rules.
4. To adopt, amend and publicize such Rules as the Board may deem necessary for the functioning of the Association for the operation and use of The Properties and Common Properties and for Owners, Residents and Guests that is consistent with these Bylaws, the Declaration and the Rules.
5. To hire employees or contractors as are deemed necessary for such period of time as the Board may determine and to dismiss same as deemed necessary or appropriate.
6. To retain and employ legal counsel and other professional personnel as may be deemed necessary to assist in the management of the Association.
7. To provide at least every five (5) years, procedures in accordance with the Mandatory Capital Reserve Study and HOA Maintenance Manual, to maintain, repair, construct, reconstruct, replace and protect the Common Properties and facilities using the Capital Reserve Fund and/or Special Assessments for this purpose. When the work is necessitated by the negligence, misuse or neglect by an Owner or Resident or their respective guest, the expense shall be charged directly to the Owner or Resident.
8. To levy such fines, penalties, reasonable attorney fees and costs and late fees including the imposition of a lien against an Owner of a Lot or Living Unit as may be necessary to carry out the intent of, including the violations of these Bylaws, the Declaration and the Rules.
9. To insure against loss from fire and vandalism, to maintain public liability insurance, to provide Director's liability insurance and to insure for any other cause for the protection of the assets of the Association.

10. To sue any person or entity in any Court of competent jurisdiction for any legitimate Association purpose.
11. To ensure that no Director, officer, Owner, agent or employee of the Association shall in any manner become indebted to the Association except on account of the monthly assessment or any special assessment which shall be timely paid.
12. To levy a fee at the Board's discretion for the use of the Common Properties.
13. To provide and maintain the following services for the Owners: grass cutting, removal of snow from driveways as required, and bus transportation as well as the use of Common Properties.
14. To maintain major records pertaining to the Association for a minimum of seven (7) years and to provide for the retention of documents to accommodate tax, legal, administrative and historical considerations.
15. To make copies available to all Owners of the Declaration, Bylaws, and Rules.
16. To provide a fair and efficient procedure (Alternative Dispute Resolution) for the resolution of disputes between individual Unit Owners and the Association and between Unit Owners, which shall be readily available as an alternative to litigation.

ARTICLE X – FINANCIAL POWERS AND DUTIES OF DIRECTORS

The fiscal year of the Association shall run from September 1st to August 31st. The powers and duties provided to the Board in the Certificate of Incorporation, these Bylaws, the Declaration and the Rules shall include but not be limited to the following:

1. To prepare and adopt an annual operating budget reflecting the anticipated receipts and the amounts estimated to be necessary to meet the expenditures. The budget shall be published in the Association publication prior to the start of the fiscal year. The adoption of the budget must be presented in writing to the Owners and reviewed at a General Meeting prior to formal adoption by the Board.
2. To annually prepare a Capital Reserve Fund budget which includes capital items, their estimated useful life and replacement costs, including but not limited to all items listed in the Capital Reserve Study.
3. To collect all annual and special assessments from the Owners with a frequency and on a day fixed by the Board and to use said monies for the operation of the Association.
4. To collect delinquent assessments fines, penalties, late fees, reasonable attorney fees and costs, and other monies owed the Association and to employ the provisions and powers set forth in the Declaration, Bylaws, and Rules to collect, foreclose, execute or levy a lien against any Owner's Lot and Living Unit for such delinquency.
5. To place a lien on the Lot and Living Unit of an Owner for monies owed the Association and to hold the Owner liable also for accumulated penalties and reasonable attorney fees and costs.
6. To provide any Owner so requesting with a written statement of their account.

7. To have periodically prepared a monthly balance sheet for the preceding month indicating the balance or deficit in the Association's accounts.
8. To have periodically prepared a quarterly comparison budget report.
9. To have prepared after the end of each fiscal year, a summary of all receipts and disbursements of the Association's funds for the year just ended.
10. To cause an annual audit by a Certified Public Accountant within six (6) months of the close of the fiscal year of all accounts including the operating budget and reserve account, income and disbursements.
11. To have the certified annual audit available at the principal office of the Association for on-the-premises Owner inspection during business hours by appointment upon request to the Secretary of the Board.
12. To keep the Association books and accounts in a safe place located upon the Common Properties and, upon request to the Treasurer of the Board, make available for on-premises inspection by any Owner at the principal office during business hours.
13. To invest, to maintain checking and savings accounts, to maintain adequate reserve funds, and to act to preserve the assets of the Association in accordance with FDIC limits.
14. To borrow funds, as determined by the Directors, shall require an in-person vote by Owners in Good Standing at a Special Election. The majority of the votes cast in person shall determine the results.
15. To have the Treasurer prepare an annual statement of costs for the purpose of determining the Administrative Fee to be paid by a transferee at closing upon the transfer of ownership and the Administrative Fee to be paid by an Owner with each initial rental or renewal of their unit. These collected fees will be applied to the Capital Reserve Fund.
16. To obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a common expense.
17. To have prepared and published a monthly financial report in the Association publication and to provide a year-end summary of receipts and disbursements at the October Annual Meeting.
18. To have and be responsible for a monthly review of the books and accounts of all Association clubs and sanctioned groups and the timely submission of financial statements following events and fundraising activities.
19. Recreation funds are included in the Association's monthly financial statements since they are an asset of the Association. A schedule of activities prepared by the Recreation Chairperson that has been reviewed and approved by the Liaison Director, and has been submitted to the Association office with appropriate detail shall be appended to said monthly Association financial statements.
20. The Board shall be responsible for the development of a master plan for expansion, improvements and renovations of the buildings and outdoor recreational facilities, with monies forecasted and

held in the Capital Reserve Fund. The Board will be guided by but not limited to the current Capital Reserve Study.

ARTICLE XI – FUNDS AND EXPENDITURES

Section 1. Limitations on Expenditures

1. With the exception of items already budgeted in the Capital Reserve Study, the Board shall not be permitted to spend more than twenty-five thousand dollars (\$25,000) on any single item or project, without a majority of votes cast in person by Homeowners in Good Standing at a Special Election. The Board may approve, by majority vote, expenditures up to twenty-four thousand nine hundred ninety-nine dollars (\$24,999) for budgeted items at any meeting of the Board without approval from the Owners. For informational purposes, at the next Open Meeting, these approved expenditures must be announced as well as a report on each Board member's vote.
2. Where an item or project is more than twenty-five thousand dollars (\$25,000) and, where the item(s) or project is to be or can be purchased or accomplished in whole or incrementally over time, the cost may not be divided or sub-divided but must be presented in its entirety to the Owners for their approval.
3. The Board shall have the authority to take immediate action to effect repairs or replacements in the event of an emergency or catastrophic event such as fire, hurricane, etc. Emergency situations should be discussed and approved by a majority of the Board before any action is taken.
4. This provision shall not be interpreted so as to be in conflict with the powers and duties of the Board as described in Articles IX and X above of these Bylaws.

Section 2. Contracts and Checks

1. All contracts, agreements and other instruments of the Association, which have been carefully reviewed and approved by the Board, shall be executed by the President of the Board under its corporate seal when a seal is required. The duly authorized Board members shall execute checks.
2. All bids over twenty-five thousand dollars (\$25,000) must be received sealed. At an Association meeting, all sealed bids over twenty-five thousand dollars (\$25,000) are to be opened by a Director in the presence of the Owners. After the bids are opened, a motion is made in the presence of a majority of the Board to expend the funds not in excess of the highest bid and a Special Election is held for Homeowner approval of the expenditure of the funds. The bids are turned over to the Board for review and a contractor is chosen by a majority of the Directors at which a quorum is present. At a subsequent Association meeting, the chosen contractor is announced.
3. It shall be the duty and responsibility of the Board to obtain as many written bids as it deems appropriate to secure the procurement of materials and/or services which best meets the Board's Request for Quote.
4. The Board shall endeavor to have contracts for the procurement of materials and/or services reviewed by legal counsel to protect the interests of the Association.
5. No contract shall be awarded to any business in which one or more Directors are Owners, principals or otherwise have a financial interest in such business.

Section 3. Capital Reserve Fund

1. It shall be the duty of the Board to establish and maintain a separate designated Capital Reserve Fund consistent with the Capital Reserve Study done for The Properties. It shall also be funded relative to the sale of the Lots and Living Units, leasing of Lots and Living Units and related administrative fees.
2. This fund provides a measure of financial stability to maintain, repair, construct, reconstruct, replace and protect the Common Properties and facilities or for the purchase of capital items as listed but not limited to the current Capital Reserve Study. No monies shall be dispersed without a two-thirds (2/3) vote of the Directors at which a quorum is present.

Section 4. Special Assessment

1. Any condition/expenditure of funds in which the Board does not have sufficient funding in combined Association accounts, (budgeted or unbudgeted), that would impede the operation of the Association, (i.e. emergency situation) a Special Assessment can be approved by a two-thirds (2/3) vote of the Directors at which a quorum is present without Owner approval.
2. Any condition/expenditure of funds in which the Board does not have sufficient funding in combined Association accounts, (budgeted or unbudgeted, planned or unplanned) that would not impede the operation of the Association, a special assessment must be approved by a two-thirds (2/3) vote of the Directors at which a quorum is present with published notices, scheduled meetings with the Owners for review of the proposal followed by a vote cast in-person by Owners in Good Standing and a majority of the votes cast in person by Owners in Good Standing shall determine the result.
3. Prior to the actual levying of a Special Assessment, written notice of same shall be mailed to all Owners.

ARTICLE XII – STANDING COMMITTEES

Section 1. Establishment and Purpose

1. The establishment of a standing committee shall be subject to presentation, proposal and discussion at a Director's meeting and the adoption by a majority vote of the Directors at which a quorum is present. The Board, by majority vote, may commission an ad hoc committee for a specific undertaking for a limited, defined length of time.
2. The function of a standing committee or ad hoc committee shall be for the benefit of the entire community. They are an arm of the Board and, as such, take direction from and are responsible to the Board.
3. The Liaison Directors for each standing committee or ad hoc committee shall be limited to providing guidance on Board-related issues and provide feedback. Liaison Directors are to observe the committee's interactions and provide feedback on behalf of the committee to the Board, as well as provide support and feedback on behalf of the Board to the committee while assuming no responsibility in running of the committee. The Liaison Directors and their respective standing committee or ad hoc committee responsibility shall be published monthly in the Association publication.
4. A standing or ad hoc committee shall have use of the Association's Common Properties and facilities with the consent of the Board as are appropriate and necessary to the carrying out of the functions

delegated to them. Use of clubhouse and outdoor facilities shall always be scheduled through the Association office and approved by the Board.

Section 2. Committee Chairpersons

1. Committee chairpersons shall be approved by majority vote of the Directors at which a quorum is present at the Organizational Meeting or as soon as possible thereafter.
2. Chairpersons shall serve for a term of one year, but at the Board's discretion may be removed or voted in for an additional consecutive terms. Committee chairpersons shall be Owners and/or Residents in Good Standing. Chairpersons shall not chair more than one Association committee at a time.
3. A committee shall be composed of as many members as the chairperson deems appropriate and meetings shall be held as necessary. The chairperson shall advise the Liaison Director of proposed committee selections who shall be Owners and/or Residents in Good Standing.
4. No Owner shall be a chairperson of a committee concurrently while serving as a member of the Board. A chairperson shall not be paid for the performance of a duty or duties related to their assigned committee responsibilities.

Section 3. Obligations of Standing Committees

1. To abide by the Declaration, Bylaws, and Rules
2. To insure that at no time shall any event or activity of the committee operate in conflict with any local, state or federal law
3. To maintain all records of the committee on a current basis

Section 4. Functions of the Committees

1. The Alternative Dispute Resolution Committee

This committee shall oversee the providing of a fair and efficient procedure to all Owners for the resolution of disputes between individual Unit Owners and the Association or between Unit Owners, which shall be readily available as an alternative to litigation.

2. The Association Publication (Courier) Committee

This committee shall prepare and disseminate news and information for the monthly Association publication. The Board shall be responsible to set policy. The publication shall not accept political advertising or advertising from candidates for political office.

This committee shall be composed of a chairperson/editor, and shall include an editorial staff deemed necessary to the function of the committee.

3. The Bylaws Committee

This committee shall develop or review and recommend proposals to amend these Bylaws, the Declaration and the Rules of the Association. It shall also review and recommend changes to the Bylaws of clubs and amendments thereto.

4. **The Civic Committee**

This committee shall monitor federal, state, county and township legislation, as well as services provided by off-site entities, and bring to the attention of the Owners, Resident and Guests the services and matters which may have an effect upon the improvement, welfare and safety of the Association.

5. **The Code Committee**

a) This committee has a duty and responsibility to uphold the Declaration, Bylaws, and the Rules.

b) It shall have the authority to initiate a complaint, reported or observed, and investigate violations or complaints arising from and relating to the Declaration, Bylaws, and Rules. It shall strive to resolve problems and shall advise offending Owners, Residents and Guests of violations and that a fine or other consequences will be imposed by the Board if not corrected.

c) Problems that cannot be readily resolved and that may lead to further action, such as the levying of a fine or requesting an Alternative Dispute Resolution shall be referred to the Board.

d) Detailed plans and specifications for any addition or exterior change to or on a Lot/Living Unit must be reviewed and approved by the Code Committee and submitted to the Board for written approval. A Holiday Heights Project Permit as well as a Berkeley Township permit, where required, must be issued and posted on the Lot or Living Unit before any work commences.

6. **The Election Committee**

This committee shall be responsible for ensuring the integrity of the elections and for upholding the election and voting provisions provided in the Declaration, Bylaws, and the Rules and the enforcement of procedures mandated by the Board.

7. **The Facilities Committee**

In accordance with New Jersey law and regulations, local ordinances and otherwise, this committee shall act as caretaker of the Association facilities and shall monitor such regulations and security measures to ensure the safe and efficient operation of the clubhouses and shall be responsible for overseeing the maintenance and care of the clubhouse grounds, basins and common areas by:

- proactively preserving buildings, equipment and grounds from premature deterioration through monitoring the inspections, maintenance, and cleanliness of the facilities in accordance with the Association reserve studies and appropriate maintenance manual schedules
- inspect all buildings, facilities, and equipment components on a monthly basis and provide a report to the Director responsible for buildings and grounds
- review the Association reserve studies and note the required replacements and repairs necessary
- report unexpected repairs and replacements, as required, to the Director responsible for buildings and grounds
- perform a complete review every five (5) years of the Association maintenance manual for additional changes
- assist in preparation and review of Request For Proposals concerning buildings, grounds and components by giving feedback or input to the Director responsible for building and grounds

8. The HOPA Committee (Housing for Older Persons Act)

This committee will consist of at least three (3) Association members who will oversee the bi-annual distribution to each Owner via the Association publication, and subsequent collection of the HOPA (Housing for Older Persons) Census as required by federal and New Jersey state law. The committee will review the responses for completeness/accuracy and through additional correspondence attempt to compel compliance from non-conforming Owners. The committee will submit these hardcopy forms to the Association office for input to the Owner's electronic file for future reference and statistical analysis purposes. A final report will be prepared for the Board with a breakdown of the outcome of the responses and number of fine letters prepared.

9. The Library Committee

This committee shall oversee the general upkeep and maintenance of the Association library including the acquisition of books, the discarding of worn books and returning of books.

10. The Membership Committee

This committee shall welcome new Owners and Residents into the community shall be responsible for their orientation and integration shall provide relevant information and materials and shall encourage their participation in the Association.

11. The Neighborhood Watch Committee

This committee shall provide community information, safety tips and resources for the welfare of the Residents through committee input as well as guest speakers.

12. The Recreation Committee

This committee shall be responsible for the coordination of all entertainment, social functions, and events. All event dates and scheduling of functions must first be coordinated through the Association and then presented to the Recreation Committee for their acceptance. Once approved by the Recreation Committee, the Recreation Committee Liaison will present the request to the Board for final approval or rejection.

Monies realized by the Recreation Committee are an asset of the Association and shall be used for the benefit of all Owners and Residents. Accounting reports with appropriate detail for events and activities and a monthly financial statement shall be prepared and submitted to the Association and a copy reviewed by the Board Treasurer.

ARTICLE XIII – SANCTIONED CLUBS

Section 1. Organization of Clubs

1. Owners who wish to organize a club must present a written request to the Board stating their objectives and requirements for club membership. Prior to the Board granting approval for the creation of a new sanctioned club, the club must present their Bylaws to the Bylaws Committee for review and then be presented to the Board for final approval. These Bylaws shall not be in conflict with the Declaration, Bylaws, and Rules of the Association.
2. All sanctioned clubs shall review their Bylaws every three (3) to five (5) years, submit them to the Bylaws Committee for review, and present them to the Board for approval. Failure to comply shall

be cause for action by the Board and may result in the suspension of the club and denial of further use of the Association's facilities or properties.

3. At no time shall any event or activity conflict with local, state or federal law.
4. No club shall be political, religious or ethnic in nature or intent.

Section 2. Club Officers

1. All officers of clubs shall be Owners and/or Residents in Good Standing. Club officers are responsible to the Recreation Committee Chairperson.
2. The Recreation Committee Chairperson shall be responsible for the orientation of club officers.
3. When so requested, the President or another club officer shall report on the club's activities to the Board and/or at an Owners' meeting.

Section 3. Club Dues and Admissions

Dues and event admissions shall be of a reasonable value and approved by the Board so as to promote maximum participation.

Section 4. Club Records and Functions

1. All club records, accounts, books, correspondence, etc. shall be turned over by the outgoing club officers to the new club officers following their installation.
2. Each club's Treasurer shall submit a monthly financial report providing details, in accordance with the Board's requirements and directives. The written approval of the Board is required for specific club projects.
3. All club functions must be approved by the Board.
4. If a club is to be dissolved, the depletion of the assets in its treasury shall be returned to the Association's treasury. Should the club be reactivated, the Board shall, in the Board's exclusive discretion, advance a loan for startup expenses.

Section 5. Use of the Clubhouses

1. The Board shall control the use of the clubhouse facilities and properties and shall give first consideration to Association standing committees and to the sanctioned clubs and sanctioned groups. The Board shall have exclusive oversight over all committees, clubs and groups.
2. Requests for use and/or rental of the Association auditorium must be cleared with the Board. For the convenience of the Owners and Residents, the Board shall permit local, state and national elections to be held in the Association clubhouse.
3. The Common Properties and facilities shall not be used for religious purposes, ethnic purposes, or private parties.
4. No political parties or candidates running for public office shall use the Common Properties. However, government officials not running for office can be invited to address the Owners and Residents concerning specific items that would directly affect the well-being of the Association.

Article XIV – Other Organizations

Bingo, First Aid, First Aid Auxiliary

Though autonomous organizations, the Holiday Heights Board of Directors provides a Liaison Director for the purpose of communication with certain other organizations, including Bingo, First Aid and First Aid Auxiliary.

Rules and Regulations

The Rules and Regulations, promulgated by the Board, are the procedural directives that serve as a functional guide in concert with the Declaration of Covenants and Restrictions and the Bylaws and are deemed controlling for all Owners and Occupants in matters pertaining to the operation of the Holiday Heights Homeowners Association, Inc. Subject to periodic review, those herein were adopted by the Board effective as of January, 2025 and incorporate all subsequent additions and revisions with those initially adopted on July 2, 1998.

Failure by the Association to enforce any Rule or Regulation herein contained shall in no way be deemed a waiver of the right to do so thereafter.

The Board may amend these Rules and Regulations at any time.

Rules and Regulations

ARTICLE I – OWNER RESPONSIBILITIES

Section 1. Sale of Property

The sale of a Lot and/or Living Unit shall be restricted as per Bylaws Article II, Section 1. No permanent Resident can be under the age of eighteen (18), unless there are exigent circumstances approved by the Board. Permanent is defined as any stay exceeding ninety (90) days per calendar year. (Ref. Declaration, Article VI, Section 2. and Bylaws, Article II, Section 4.)

1. Owners must advise the Association office of the prospective sale of their Lot and Living Unit as soon as possible. The buyer or the buyer's agent must obtain the Association's resale documents from the Association office. The Buyer must provide two (2) forms of identification in order to certify transfer of ownership. After recording the deed, a copy must be submitted to the Association office.
2. The Seller must turn over to the Purchaser the Holiday Heights Handbook which contains the Declaration of Covenants and Restrictions, Bylaws, and Rules and Regulations. The Seller's Access Cards will be disabled. If the Seller fails to comply with the above, the current Handbook must be purchased by the Seller at a cost set by the Board.
3. The Association office must be advised as soon as possible of the death of any Owner to update all records as well as to ensure correctly-addressed mail and to ensure an appropriate apportionment in a vote on Association matters.
4. The Buyer will pay a one-time Capital Contribution Fee, per the New Purchaser Certification Form, which equals nine (9) times the monthly assessment per Lot/Living Unit purchased, which contributes to the Capital Reserve Fund.
5. The Buyer will also pay a reasonable Administrative Fee as per the New Purchaser Certification Form which will serve to cover the costs to the Association for processing the New Purchaser Package and update the Transfer of Ownership.

Section 2. Lease of Property

1. An Owner may lease their Lot/Living Unit, after one (1) year of occupancy, providing at least one occupant leasing the unit is of the age of fifty-five (55) or over, and no permanent Resident can be under the age of eighteen (18), unless there are exigent circumstances approved by the Board. Permanent is defined as any stay exceeding ninety (90) days per calendar year. There shall be a one (1) year lease term for a Lot and Living Unit and a copy of the lease with acceptable proof of age of all Residents must be on file with the Association office.
2. An Owner or their agent is responsible for having a Lessee Certification Form signed and submitted, with two (2) forms of identification as proof of age, and provide a copy of the signed lease to the Association office.
3. The Owner must leave the current Handbook with the Property as a reference source for the Lessee's compliance with Association Rules and Regulations.
4. The Owner must request to issue Resident Access Cards from the Association office for their tenants for the duration of any lease agreement for the Lessee's use of the clubhouse and facilities.

5. No more than four (4) persons shall occupy the Living Unit.
6. The Owner shall pay a Lease Agreement Fee as per the Lessee Certification Form for any new or renewal of a lease, which will serve to cover the costs to the Association for processing the New Lease or Renewal Lessee Package.

Section 3. Sale and Lease Disclosure

1. Owners who sell, transfer, lease or assign any Lot and Living Unit must disclose such action to the Association beforehand. The Purchaser or Lessee must provide written confirmation, with acceptable proof that at least one of the prospective permanent Residents is age qualified for occupancy.
2. Owners shall adhere to all Berkeley Township ordinances as they pertain to the sale, lease or transfer of their Lot and/or Living Unit.
3. Non-compliance in accordance with N.J.S.A. 45:22A-38 may result, at the discretion of the Board, in the assessment of a penalty up to twenty-five hundred dollars (\$2,500.00) together with the payment of any and all costs and expenses, including reasonable attorney fees incurred or expended by the Association in enforcing compliance. Continuing non-compliance and/or non-payment of the penalty assessed and any incurred costs and expenses will result in the placing of a lien upon the Lot and Living Unit (Ref. Declaration, Article VI, Section 4; Bylaws, Article II, Section 4, paragraph 1).

Section 4. Annual Assessments/Late Payments

Fees are assessed in an amount determined by the Board. They are to be paid not less than quarterly and are due on the first day of each quarter: January 1, April 1, July 1 and October 1, but no later than the last day of the first (1st) month of any quarter. Any other assessments, which may have been levied, shall be included.

1. If not paid by the last day of the first month of any quarter, a twenty-five dollar (\$25.00) late fee shall be added to the outstanding balance for every delinquent month.
2. Should an Owner fail to respond to the Association's notice of non-payment of the Assessment Fee including any impending legal action from the Association's attorney, the Owner shall be responsible for all reasonable attorney fees, plus any other costs incurred. A Director should be contacted if an owner is delinquent due to financial hardship.
3. Should a given quarter remain unpaid six (6) months from its due date, said account shall be referred to the HOA attorney, at which time a lien will be filed for the outstanding balance, including all late fees, reasonable attorney fees and costs which have been incurred by the Association to collect such assessment.

(Ref. Declaration, Article IV, Section 1. and 2. and Bylaws, Article X, Sections 3. and 4.)

ARTICLE II – CLUBHOUSES AND OUTDOOR FACILITIES

Section 1. General Rules

1. The clubhouses, the facilities therein and the outdoor facilities are maintained for the convenience of the Owners, Residents and Guests. Requests for use and/or rental of said facilities are at the discretion of the Board. Said facilities cannot be used for political purposes, religious purposes, or private parties.

Owners, Resident and Guests must observe the Association governing documents with respect to use of the clubhouses and outdoor facilities. The Board shall review the rules periodically and revise as is appropriate (Ref. Declaration, Article V, Sections 1. 2. and Bylaws, Article XIII, Section 5).

1. Access Cards

Every Living Unit shall be issued four (4) Access Cards, i.e. two (2) 'Owner' and two (2) 'Guest'. An Owner can request the Association office to issue non-owner Resident cards for any non-owner occupant(s), or Owners with Residents eighteen (18) years of age or older who permanently reside in the Living Unit. Cards shall be worn or carried by Owners, Residents and Guests, when boarding the community bus, when using the pool, and upon request for certain events. Lost cards will be disabled, and the replacement of lost cards will be handled through the Association office.

2. Behavior

Loud, abusive or profane language will not be tolerated. Arguments shall be avoided and restraint displayed at all times. The Board has the authority to temporarily suspend or permanently ban offenders from use of the clubhouses and facilities. The Code of Conduct for Owners, Residents and Guests shall be observed at all times.

3. Bulletin Boards, Easels, Display Racks and Tables, Etc.

Articles, notices, advertisements, etc. submitted by an Owner or Resident must be cleared with the Association office before posting. Questionable materials will be referred to the Board for review and approval.

4. Copy Machines

Copies are available during office hours at the Association office for Owners and Residents.

5. Decorations

Decorating and beautifying the clubhouse common grounds and interior decoration of the clubhouses are under the direction of the Board.

6. Equipment

Equipment shall be used with care and returned to its proper storage area after use. A piece of equipment in poor condition must be reported to the Association office. Children shall use equipment under adult supervision only. The Owner shall be liable for the replacement cost of any damaged equipment or vandalized facilities as a result of misuse by their Residents or Guests.

7. Guests and Children

An Owner shall accompany Guests and children at all times and shall assume responsibility for them when they are using the common facilities.

8. Heating and Air Conditioning

Owners, Residents and Guests shall not change the air conditioning or heating thermostat controls in the clubhouses. Operation of the controls is the responsibility of the Board of Directors.

9. Hours

The clubhouse hours are posted on both buildings and are published in the Association publication and the Association website. Notices of closings are also published in the Association publication, on the Association website, posted in the clubhouse and announced via Robo Call.

10. Access

Access to the clubhouses and outdoor facilities are under the strict supervision of the Board and no temporary access may be obtained with permission from a Director.

11. Limitations on Use of Facilities

Neither the auditorium, any other areas of the clubhouses, or the grounds and the facilities thereon shall be used for political purposes, religious purposes, or private parties. For the convenience of Owners and Residents, the Board shall permit use of the facility for local, state and national elections (Bylaws Article XIII, Section 5.).

12. Clubhouse Parking

a) Parking is prohibited in the "No Parking" zones, which are designated by yellow-painted curbing. Cars parked in reserved "Handicapped" spaces must have a Handicapped license plate or display a legal ID placard as per Berkeley Township Ordinance No. 04-30-OAB § 7-35.5. Illegally parked vehicles are subject to being ticketed by Berkeley Township Police.

b) Participants going on tour buses shall park in designated areas to ensure ample parking spaces near the clubhouse entrances for the day-to-day activities.

c) Persons wishing to park a vehicle for an extended time must register with the Association office and sign a Waiver of Responsibility. This is not intended as permanent parking for Owners, Residents or Guests. Unauthorized overnight parking is not allowed in the clubhouse parking lot. Unauthorized vehicles may be towed at Owner's expense.

13. Sharing of Facilities

Facilities must not be monopolized. Persons waiting to participate must be accommodated. Inquire for waiting players before starting new games.

14. Tournaments and Organized Activities

Scheduled tournaments and organized activities have precedence over individual play in the use of all facilities and in the time of play.

15. Smoking

Smoking is prohibited in all buildings pursuant to no smoking signage. Outside smoking is only allowed in designated areas.

Section 2. Clubhouses

1. Arts and Crafts Room

a) Use of the Arts and Crafts Room is limited to Owners, Residents and Guests and shall be made available for other meetings and workshops.

b) Requests by organizations, clubs, groups, committees, etc. for the use of the Arts and Crafts Room shall be made in writing to the Board.

2. Association Office

a) The office is for the use of the Directors to conduct Association business, and for the office staff, who provide support to the Directors.

b) The office contains the records, supplies and equipment necessary for the operation of the Association.

c) A drop box outside of Clubhouse One is available for the deposit of Association correspondence at all times, and boxes in the office accessed through the office staff are available during office hours for the deposit of mail and messages for the Board and the Association committees and clubs.

d) A suggestion box and forms are available in the hallways of both clubhouses.

3. Auditorium

a) The calendar of events and activities scheduled for the use of the auditorium is the responsibility of the Board in conjunction with the Office Assistant.

b) Requests by organizations, clubs, groups, committees, etc. for the use of the auditorium shall be made in writing through the Office Assistant and shall be approved by the Board.

4. Billiard Room

The Billiard Room is available to Owners, Residents and Guests. Minors (under 18) must be accompanied by a responsible adult.

5. Card Rooms

a) Card playing is available to Owners, Residents and Guests.

b) Gambling is prohibited.

6. Kitchen

The responsibilities for use of the kitchen is governed by the rules set forth by the Board, and are posted in the kitchen.

7. Library

The borrowing and returning of books is by the honor system. In fairness to everyone, borrowed books must be returned.

8. Meeting Rooms

Areas designated as Meeting/Conference Rooms are available for meetings of the Board, standing committees, clubs, and groups. If necessary, Card Rooms, the Game Room and the Arts and Crafts Room can be used as meeting rooms. Meetings must be scheduled through the Office Assistant. The Board can override any existing room reservation.

Section 3. Outdoor Facilities

1. Bocce, Horseshoes and Shuffleboard

a) Owners, Residents and Guests, may use the courts. Courts cannot be used when scheduled play is underway.

b) Avoid walking on courts. No bicycle riding, roller-skating or rollerblading permitted on the courts.

c) Bare feet are not allowed, only shoes, sneakers or sandals can be worn on the shuffleboard and on the Bocce courts. High heels are not permitted.

2. Swimming Pool

a) Current pool rules are posted and must be observed at all times.

b) Access cards are required and must be utilized at the gate for admission. There will be no exceptions.

3. Tennis Courts/Pickelball

a) Current court rules are posted and must be observed at all times.

ARTICLE III – SERVICES

Grass cutting, snow removal and the community bus are essential contracted services provided to the community. The cooperation of all Owners in observance of the rules is imperative to enable maximum efficiency of service (Ref. Bylaws, Article IX, Paragraph 13).

Section 1. Community Bus Service

1. The bus service is provided for local transportation. It operates strictly in accordance with a route and schedule determined by the Board. The bus operates from the front of the clubhouse. Passengers may also be picked up and dropped off at specific locations.
2. The bus rules of conduct are:
 - a) Passengers must show their access cards.
 - b) Seating is on a first-come, first-served basis, except the first two (2) rows on each side are reserved for persons with disabilities.
 - c) Packages or clothing cannot be placed on an adjoining seat to prevent another passenger from occupying the seat.
 - d) Passengers must take personal articles with them any time they leave the bus. If the driver allows a passenger to leave belongings on their seat when they temporarily disembark, no other passenger may remove or displace those belongings. The bus driver will not be held responsible for items left behind.
 - e) The driver will decide if windows are to be opened or closed.
 - f) Eating, drinking and smoking rules are in accordance with the provider.
 - g) Courtesy and good manners toward other passengers and the driver are expected.
3. Bus trips not run by Association clubs, groups or committees and not sanctioned by the Board shall not use the Holiday Heights property for boarding or disembarking from a bus unless the Board grants permission.

Section 2. Grass Cutting

1. Read the Association publication and the Association website for updates to grass cutting notices and rules.

Section 3. Snow Removal

1. Read the Association publication and the Association website for updates to snow removal notices and rules.

ARTICLE IV – RESTRICTIONS AND ENFORCEMENT

The Declaration, agreed to by acceptance of the deed to a Lot and Living Unit, is the primary source of the restrictions herein and is the governing agent for their enforcement (Ref. Declaration Article VIII).

Owners are ultimately responsible for their Lot and Living Unit. Owners and/or Residents of the applicable Lot and Living Unit may be jointly and severally responsible for fines and violations.

All Owners and Residents are required to get written approval from the Holiday Heights Code Committee prior to beginning any exterior project on their Lot or Living Unit.

Before beginning any exterior project on their Lot and/or Living Unit, Owners are required to have their project submitted to and approved in writing by the Code Committee and Board and obtain any required Berkeley Township Permits prior to receiving a required Holiday Heights Project Permit and approval to proceed (See steps below).

Failure to obtain written project approval in accordance with these Rules and Regulations will result in an initial two hundred fifty dollar (\$250.00) fine for which the Owners and Residents of the applicable Lot and Living Unit are jointly and severally responsible. A stop work order may be issued only on Holiday Heights projects, which do not require a Berkeley Township permit. In addition, failure to apply for a Berkeley Township permit (if required) will additionally result in a one hundred dollar (\$100.00) fine. Failure to obtain approval is the initial and first fineable offense. Additional fines will be applicable for each subsequent violation as per **Section 4. Schedule of Fines and Liens/Code Violations.**

Any Director or Code Committee member shall have the right to access the exterior of any Lot or Living Unit to follow project progress or investigate alleged Code violations or complaints.

Any final project not completed to specification must conform or will need to be removed.

Steps for projects which require **ONLY** Holiday Heights Code Committee and Board approval:

- Fill out and submit a Holiday Heights External Project Application Form (available on the Association website, in the Association office, or from the Code Committee).
- Once you have followed all the required steps to have your project approved, you will pick up BOTH an *approved* (signed) Application Form from the Association office, along with a blue Holiday Heights 'Project Permit'. Your approval is good for six (6) months. NOW you can schedule your tradesmen.
- The Holiday Heights Project Permit is to be displayed in a street-facing window of the Living Unit prior to any work commencing and for the duration of the project until the Code Committee has returned to sign off.

If an Owner is told the project will ALSO require Berkeley Township approval, the Owner shall follow the steps below:

- Fill out and submit a Holiday Heights External Project Application Form (available on the Association website, in the Association office, or from the Code Committee).
- When contacted, pick up only the *approved* (signed) Application Form from the Association office and bring it to the Berkeley Township Zoning Office and fill out a Berkeley Township Zoning Permit Application, and receive any required Berkeley Township Permit/s.
- Return to the Association office to present proof of Berkeley Township Permit/s, then you will be granted final approval and additionally issued an orange Holiday Heights Project Permit. Your approval is good for six (6) months. NOW you can schedule your tradesmen.
- Permits are to be displayed in a street-facing window of the Living Unit for the duration of the project and until the Code Committee and/or Berkeley Township has returned to sign off.

The Association reserves the right to enforce the Rules and Regulations as stipulated herein against each Owner and/or Resident of the applicable Lot and/or Living Unit. The Board shall have jurisdiction and sole discretion regarding enforcement of all restrictions. Failure by the Association to enforce any restrictions herein shall not be deemed a waiver of the Association's right to do so.

It is the right of the Board, as provided in the Declaration, Bylaws, and these Rules and Regulations of the Association, to suspend the Membership Privileges or rights of any Owner and/or Resident to enjoy the Common Properties and facilities for any violation of the Declaration, Bylaws, and these Rules and Regulations. The Board also has the right to suspend an Owner's voting rights for Bylaws and Declaration Amendments, or appointment, nomination or election to the Board during any period which any assessment remains unpaid. Some rights and privileges and "Good Standing" shall be reinstated by the Board upon payment of said assessments/fines, though some rights and privileges shall not be reinstated until correction of the infraction. This provision is in no way intended to relieve Owners or Residents of their obligation and duty as set forth herein.

In the event an Owner and/or Resident is not entitled to enjoy Membership Privileges, such Owner and/or Resident must otherwise comply with and abide by all obligations and duties as set forth in the Declaration, Bylaws, and these Rules and Regulations.

Section 1. Use and Property Restrictions

Any violation of **Section 1. Use and Property Restrictions** may result in a fine as per **Section 4. Schedule of Fines and Liens/Code Violations**, in addition to any fine applicable per Berkeley Township Ordinance.

1. Artificial Outside Lights and Illumination

Illumination provided by spot lights or any type of artificial light on the Lot shall not exceed five feet (5') beyond any Lot line and shall not shine directly upon any neighboring Lot and/or Living Unit, nor shall it shine directly on or into any room, rooms, porches or patios of any neighboring Lot and/or Living Unit. (Ref. Berkeley Township Ordinance No. 96-30-OAB § 1).

Holiday lights/decorations must be removed no more than two (2) weeks after the holiday for which they were put up, weather permitting.

2. Businesses

No mercantile, manufacturing, mechanical or trading business, business establishment, commercial activity or professional office of any nature shall be maintained or conducted on The Properties nor shall anything be done which may become an annoyance or nuisance to the neighborhood. An activity done within a Living Unit for a fee, such as computer work or bookkeeping shall be allowed, provided that activity is not apparent from the street and does not create a nuisance or otherwise increase vehicular or pedestrian traffic or otherwise violate a Berkeley Township Ordinance. Rental of rooms or portions of a Living Unit or Lot is considered a business and is prohibited.

3. Clotheslines

Only single umbrella or "T" types are allowed and must be located within the confines of the rear yard of a Lot. The umbrella type must be collapsed when not in use. Clotheslines of the "T" type are to be removed when not in use.

4. **Concrete Work/Pavers, Walks, Patios and Driveways**

All plans must be submitted to and approved in writing by the Code Committee and Board prior to any work commencing. Certain projects may also require a Berkeley Township Permit or Berkeley Township Grading Exception Certification to be completed. It is the responsibility of the Owner to obtain any necessary Berkeley Township Permits.

a) Side concrete walks are limited to no more than twenty-four inches (24") from the foundation of the Living Unit and a maximum of thirty-six inches (36") wide.

b) Alterations and/or expansion of driveways are permitted, but the maximum driveway width must not exceed eighteen feet (18') and are applicable to single-car garages only. A Berkeley Township Zoning Permit Application will be required. The expansion must be divided by equal distances on each side of the current driveway (e.g., 4 ft. extensions will be divided 2 ft. and 2 ft.) where the Lot allows. The total width includes any concrete or paver side paths. For difficult or odd Lot designs, the final decision will be at the sole discretion of the Code Committee and the Board.

c) Patios are only permitted adjacent to the rear of the Living Unit and are limited in depth to conform to the Berkeley Township Building Code which requires no less than an eight foot (8') rear yard setback. Patios shall not extend beyond the concrete walkway on the side of the Living Unit, or beyond the width of the Living Unit on the grass side of the Living Unit.

No side patios are allowed to be constructed between Living Units due to the swale areas. Side patios constructed before June 1991 can remain only if they do not create a drainage problem.

5. **Domestic Pets and Wildlife**

a) All animals except domestic pets are prohibited. Domestic pets shall be confined within the Lot/Living Unit except while being walked on a hand-held leash which is not to exceed six feet (6') in length.

b) Pet owners and keepers are permitted to use the easement/patch of grass between the sidewalk and the curb (Ref. Berkeley Township Ordinance No. 84-1-OAB § 9-2.5). Walking pets in the street is discouraged due to safety issues for people and pets.

c) Pet owners and keepers shall keep their pets off other Owners' Lots and all Common Properties and immediately and properly dispose of their pet's solid waste. (Ref. Berkeley Township Ordinance No. 05-25-OAB § 3). Solid waste must **not** be emptied into sewers or basins.

d) All pet owners shall immediately collect their pet's solid waste, even on their own Lots.

e) Owners and/or Residents shall not feed wildlife since doing so can pose a nuisance to neighbors and can spread ticks and disease (Ref. Berkeley Township Ordinance No. 00-2 OAB § 4). Birds shall not be fed with the exception of the use of off-ground bird feeders placed so as not to impede the Association's lawn service and placed as to not allow access by any unintended animals.

6. **Drainage Patterns**

Owners and Residents must maintain the slope areas on their Lot to prevent soil erosion and to preserve the designated drainage pattern. Any deviation to this policy, including but not limited to, trees and/or decorative plants added or removed, must first be submitted to and approved in writing by the Code Committee and the Board.

7. **Dumpsters, Containers, and PODS[®]**

Requests for the use and allowable timeframe of containers, PODS[®], and dumpsters on a Lot must be submitted to and approved in writing by the Code Committee and Board and requires a Berkeley Township Zoning permit prior to placement. A Holiday Heights Project Permit shall be issued and is to be posted on the Lot/Living Unit for the duration.

- a) Containers, PODS[®], and dumpsters are permitted on the driveway **only** and are not allowed on any street in Holiday Heights, as it is a violation of NJ Rev. Stat. § 27:51-1.
- b) No Containers, PODS[®], or dumpsters can be placed on lawns or patios.
- c) Containers, PODS[®], and dumpsters must not exceed the length of the driveway or block the sidewalk.
- d) Owners and/or Residents are obligated to advise the Code Committee of any timeframe extension necessary for the use of said containers, PODS[®], and dumpsters beyond the originally authorized thirty (30) day timeframe. Berkeley Township authorization not to exceed six (6) months.

8. **Exterior Maintenance**

Owners and Residents are responsible for the exterior maintenance of their Lot or Living Unit, including but not limited to: painting, repairs, replacement, and care of roofs, gutters, downspouts, steps and porches, windows and doors, building surfaces, grounds, lawns, trees, shrubs and the maintenance, repair, and replacement of sidewalks and walkways and aprons. At the sole discretion of the Code Committee and the Board, nothing visible on a Living Unit or its surrounding Lot should be viewed as unsightly or regarded as excessive use of ornaments or decorations, with an exception for seasonal holiday displays.

9. **Fences – Rear of Lot**

All plans, with detailed specifications and a plot survey if available, must be submitted to and approved in writing by the Code Committee and Board prior to any work commencing, and before any required Berkeley Township Zoning Permit Application can be obtained.

- a) Electric fences and fenced in dog pens or runs are prohibited.
- b) A free-standing, straight-line fence, not to exceed six feet (6') in height on grade level and no wider than the width of the back Lot line, may be erected at the rear Lot line with the following conditions and restrictions:
 - i) The rear Lot line must back up to a main street, and shall only be erected within the Owner's rear property line.
 - ii) The fence may not interfere with the Association mowing of the Lot.
 - iii) No fence may be erected between houses, either side or back neighbors.
 - iv) The Owner and/or Resident assume full responsibility and liability for the building, maintenance, and repair of the fence and its parts.
 - v) Fencing style options will be at the discretion of the Code Committee and the Board.
 - vi) Consideration and approval shall be determined based on conditions requiring the construction of said fence.

10. Fire Pits/Grills/Patio Heaters

Fire pits, fire tables, chimineas, or similar outdoor fire features using any combustible material (such as wood or charcoal) are **NOT** permitted. Only propane or gel fire pits, fire tables, and patio heaters or such fixtures are permitted. A Holiday Heights Exterior Project Application Form is required. Propane or natural gas grills are permitted and all fixtures are restricted to patios and decks.

11. Garbage, Trash, Leaves, Recyclables, and Materials

a) The pick-up of garbage, other trash and recyclables is a service of Berkeley Township, and trash and recyclables may not be put out earlier than 4:00 p.m. the day before a scheduled pick-up (Ref. Berkeley Township Ordinance No. 91-36-OAB § 20-1.15). Owners and Residents will be subject to fines for placing any type of refuse out for pick up earlier than the Berkeley Township Ordinance allows (Ref. Berkeley Township Ordinance No. 91-36-OAB § 20-1.18).

An exception will be made for Owners and/or Residents who require early curbside placement of home contents after requesting permission from the Code Committee. If a whole-house clean-out is scheduled with the Township, prior notice to the Code Committee is required (Township fee applies). Mattresses must be placed in plastic bags, available from Berkeley Township DPW.

b) Owners and/or Residents are required to have all garbage and rubbish bagged and placed in covered containers as specified by Berkeley Township Ordinance. All containers shall be concealed, or in the rear of the Lot or in the garage, except when temporarily placed outside for pick-up. Recyclable materials must be placed in covered containers as specified by Berkeley Township Ordinance.

c) All refuse must be placed by the Owners or Residents of a Lot and Living Unit at curbside and may not be placed in the street such that it would impede access to mailboxes, and to avoid contact with passing vehicles, nor placed on the sidewalks so as to block pedestrian passage. Containers must be promptly removed from the curbside following pick-up.

d) Construction debris from a specific Lot or Living Unit project must be removed by the contractor or Owner. The Lot must be free of all debris within five (5) days after completion of the project.

e) No excessive or unsightly materials are allowed to be stored or stockpiled within the confines of any Lot or exterior of the Living Unit.

f) Any form of compost pile by an Owner or Resident is prohibited on any Lot or upon adjacent wooded properties.

g) The collection of leaves will be as directed by Berkeley Township. Street sweeping is a Township service.

12. Generators

Permanent generators are permitted provided all plans and specifications showing all details are submitted and approved by the Code Committee and Board, and in compliance with Berkeley Township Lot line set-backs. A Berkeley Township permit is required.

13. Hot Tubs or Jacuzzi®

A Hot Tub or Jacuzzi® shall only be placed on a patio or deck in the rear of the lot and must have a lockable cover. If it does not, then the patio or deck must be enclosed by a four feet (4') high railing as measured from the walking surface of the patio or deck, with a locked gate. Concealing shrubbery must surround the patio or deck. You must secure all required Berkeley Township permits.

14. Lawns, Landscaping, Shrubs, and Trees

All plans to remove add to or change any Lot landscaping on or near a Lot's property line, including additions of hardscapes, must be submitted to and approved in writing by the Code Committee/Board. A Berkeley Township Zoning Permit and possibly a Grading Exception Certification may also be required prior to any work commencing. Any removal, addition or change to a Lot's landscaping/hardscapes must not interfere with the Association's lawn service.

- a) A mature grass lawn is required and must be well maintained on the front, rear, and sides of all Lots and not excessively watered as to impede or prevent the Association's lawn service.
- b) It shall be unlawful for any person, corporation or entity to throw, deposit, sweep or otherwise cause to be put onto the surface of any street or avenue of the Township any leaves, grass sweepings, litter, broken glass, metal, wood, dirt or any other refuse or debris. (Ref. Berkeley Township Ordinance No. 17-3.8).
- c) No plantings or obstacles are allowed in the swales, and side-lot landscaping, including borders and blocks adjacent to the Living Unit must not exceed eighteen inches (18") in height except to accommodate sloping grounds. Total landscaping shall not extend more than two feet (2') from the side of the Living Unit. Any plantings deemed to create or contribute to a drainage problem must be removed.
- d) Plantings between sidewalks and curbs are not allowed on any Lot.
- e) Front landscaping, including shrubs, borders, and blocks, is permitted; blocks and/or borders are not to exceed eighteen inches (18") in height and total landscaping cannot extend more than four feet (4') from the front of the Living Unit or front porch, if applicable.
- f) Planting a tree does not require a Berkeley Township permit. A tree planted in the front yard must have branches kept trimmed to a height of seven feet (7') from the ground and shall not protrude over sidewalks as to pose a danger to walkers.
- g) For rear Lot lines, shrubs must be planted a minimum of three feet (3') in from the rear Lot line, and spaced three feet (3') on center. Trees planted at the rear Lot line must be planted a minimum of five feet (5') from the rear Lot line and spaced five feet (5') on center so as shrubs and trees shall not grow beyond an Owner's Lot lines.
- h) Trimming of branches from an adjacent property's tree which encroach over an adjoining Owner's Lot may be trimmed without Code Committee or Berkeley Township permission or permit.
- i) Tree removal on Common Properties is at the exclusive discretion of the Holiday Heights Board.
- j) A Berkeley Township permit may be required for the removal of trees, with the exception of dead trees. Any tree removed is required to have the stump removed or ground down.
- k) The cleanup of downed trees on or originating from a Lot or Living Unit is the responsibility of the Owner. As per Berkeley Township regulations, tree stumps must be removed or ground down, and per the Association, the area must be re-seeded so as not to interfere with the Association's lawn service.
- l) Siding on all Living Units must be at least six inches (6") off the ground or provide a border surrounding it for protection during the Association's lawn service.
- m) Any damage to siding lower than six inches (6") off the ground or siding not protected by a border will not be replaced or repaired by the Association's lawn service or the Association.

15. Neglected or Abandoned Lots or Living Units

The continued exterior maintenance of Lots and Living Units is of the utmost importance to maintain the property values of The Properties, the Association as a whole, and the Lot and Living Unit of each and every Owner. As such, violations for exterior maintenance and repairs shall carry fines at the discretion of the Board, for violations occurring on any Lot or Living Unit neglected or abandoned by Owners.

16. Nuisance

Any action which can be deemed offensive or a disturbance or annoyance in the neighborhood or on Common Properties, at the discretion of the Board, may be considered a nuisance.

17. Railings/Fencing – Patios and Decks

Railings surrounding a rear patio or deck shall be permitted and limited to a maximum height of four feet (4') from the walking surface of the patio or deck. A railing or fencing around a patio shall not extend beyond the concrete side walkway of the Lot. No railing or fencing shall extend beyond the width of the Living Unit on the grass sides of the Lot. Deck railings must be attached directly to and around the deck dimensions. Patio railings must be attached to the patio, not in the ground. Railings require a Berkeley Township permit.

Front porch railings or fencing are permissible, attached to the porch, and limited to a maximum height of four feet (4') from the walking surface and require a Berkeley Township permit.

Per Berkeley Township regulations, handrails are required for any porch or deck with more than two (2) steps.

18. Retention Walls

All plans with detailed specifications and the plot survey relative to retention walls must be submitted to and approved in writing by the Code Committee/Board. Berkeley Township Zoning Department and subsequently the Office of Code Enforcement approval is required prior to any work commencing and before a required Berkeley Township Permit can be issued. Consideration and approval to alleviate the conditions shall be determined by need-based criteria.

a) Retention walls to prevent soil erosion or relieve water run-off issues that adversely affect drainage patterns for the Lot and/or Living Unit or surrounding Lots and/or Living Units will be considered by the Association based on appropriate and specifically articulated criteria.

b) Lawn service on such altered Lots, as provided by the Association, will be subject to the Landscaper's discretion or will become the Owner's exclusive responsibility.

19. Satellite Dishes

Each Living Unit is permitted to erect two (2) satellite dishes, which are limited to a maximum size of twenty-four inches (24") and must be attached to the Living Unit.

20. Signs, Flags, Banners and Flyers

The permitted use of signs, flags, and banners include, but are not limited to:

- Home Security Signs
- Home "For Sale" signs, only for the duration of the sale
- Yard Sale/Garage Sale signs, only for the duration of the sale
- Contractor Signs, only during the duration of work

- Seasonal themed or sports flags
- The American Flag
- Election or political signs, only during the Election period, and signs are limited to 2 ft. x 2 ft. in size and displayed on the front lawn only. Only one lawn sign per candidate may be displayed, and all signs, flags and banners may only be displayed for a period of sixty (60) days prior to and removed five (5) days after the Election.

The above signs, flags, banners cannot be placed on the strip between the sidewalk and the curb.

The following signs are strictly prohibited on all Lots/Living Units:

- ‘Do Not Cut’ lawn signs; only Association-issued red flags are to be used to designate *do not cut* properties
- ‘For Sale’ signs on materials or on vehicles in driveways
- Notices or commercial displays of any nature or kind

The unauthorized distribution of flyers of any nature is prohibited within the community including the Common Properties.

Offensive or vulgar signs or banners are strictly prohibited.

21. Stone Cover

The use of stones on a Lot is prohibited except around the base of trees, shrubs, flowerbeds, or mailbox posts, and then must be contained by a border. Decorative stone cover cannot exceed ten percent (10%) of the total Lot. Stone cover between the sidewalk and curb is prohibited. Stone cover cannot extend more than twenty-four inches (24”) from the foundation on the sides of the Living Unit or four feet (4’) from the front of the Living Unit.

22. Storm Drains and Storm Water Retention Basins

The storm drains empty into the storm water retention basins and are provided solely for the runoff of excess water. The disposal in the drains and/or basins of dog feces, motor oil, paint, anti-freeze, grass clippings, or any other item that will pollute the basins is strictly prohibited. (Ref. Berkeley Township Ordinance 19-2.2) Watercraft of *any kind*, swimming or wading is prohibited in the basins. Stocking of the basins is prohibited. Catch and Release fishing in the basins is permitted only by Owners, Residents and their Guests at their own risk and only in areas where public access is available. Trespassing on private property in order to access the basins is not permitted and is considered a criminal offense in the State of New Jersey. There should be no feeding of wildlife in or around the basins. All litter must be carried out.

23. Structures (3 and 4-Season Room Additions, Decks, Sheds, Deck boxes, Garbage Enclosures, Gazebos, Pergolas, Ramps, Solar Panels)

Any exterior additions, attachments, changes, or alterations to a Lot and/or Living Unit shall not be considered until all plans and specifications, along with a plot survey, when needed, are submitted to and approved in writing by the Code Committee/Board, and until a Berkeley Township Zoning Permit and any required Construction Permits are obtained.

a) Decks are only permitted adjacent to the rear of the Lot and are limited in depth by the Berkeley Township Building Code. Decks may not extend beyond the concrete walkway on the sides of the Living Unit. Decks are not permitted beyond the width of the Living Unit on the grass side of the Living Unit. Construction shall be limited to conform to any Berkeley Township Building Code setbacks.

- b) One (1) storage shed (requires a Holiday Heights Project Permit) is permitted in the rear of Lot. The storage shed shall be placed on a rear deck or patio, without blocking egress as required, or a patio-adjacent foundation, and shall not protrude from the sides of the Living Unit. It shall be no more than eight feet (8') by ten feet (10'). If sided or painted, shall be as close in color as possible to the Living Unit. One (1) deck box shall be permitted on the patio or deck in the rear of the Lot only.
- c) No structures or free-standing buildings, with the exception of an enclosure for garbage containers, which shall be in accordance with the Association guidelines, shall be erected between any Living Units.
- d) A Gazebo or Pergola may be installed on a patio or deck at the rear of the Living Unit, provided all plans and specifications showing all details are submitted for Board approval. All other locations shall be with Board approval. Berkeley Township permits required.
- e) Ramps or any accommodations for handicapped use are permissible provided all plans and specifications showing all details are submitted for approval and may require a Berkeley Township permit.
- f) Any extension to the rear of a Living Unit shall in no way exceed the width of the Living Unit and shall be limited in depth to conform to any Berkeley Township Building Code rear yard setbacks. The outside walls of any extension shall not be higher than the existing outside walls of the Living Unit.
- g) Any addition, change, or alteration of a Living Unit shall match the Living Unit in color and materials.
- h) No color change of a Living Unit's siding shall be undertaken without written approval and color sample, to assure that the replacement color is consistent with the Developer's initial design and the Association's current aesthetic.

24. Vehicles and Bicycles

- a) No vehicle with commercial plates, truck, van, trailer, home trailer, mobile home, motorhome, trailer or boat, hitched or unhitched, or any commercial vehicle shall be parked or stored within the respective confines of the applicable Owner's or Resident's Lot. No restrictions are intended on personal vehicle parking including, but not limited to, cars, vans, and pickup trucks.
- b) Vehicles parked in the street shall not block driveways or deliveries to residential mailboxes. Parking against traffic, head-in on a cul-de-sac, or unattached trailers parked in the roadway is prohibited by Berkeley Township Ordinance.
- c) Parking vehicles on the applicable Lot's lawn is prohibited. (Ref. Berkeley Township Ordinance No. 88-6-OAB § 4.22-6) except during a snow storm, in order to adhere to the Township Ordinance regarding clearing of streets to enable plowing (Ref. Berkeley Township Ordinance No. 04-30-OAB § 7-8.3). All vehicles must be removed immediately after the streets have been plowed.
- d) If an Owner, Resident, or Guest wishes to park a vehicle in the clubhouse parking lot overnight or longer, the Owner, Resident, or Guest must first obtain express written permission from the Association office and must sign a Waiver of Liability. This is not intended as permanent parking for Owners, Residents, or Guests.
- e) Bicycles are allowed on the Clubhouse grounds and all bicycles must be walked while on non-vehicular areas of the clubhouse grounds. Bicycles must be stationed in the racks provided in the front or side of the clubhouse, and not be laid, leaned, or placed anywhere else on clubhouse grounds.

25. Weapons on The Properties

Weapons of any kind are not permitted on the Association Common Properties, in any Association building or at any Association facility. This is a fineable offense and may be a criminal offense.

26. Non-Specified Violations

The Association shall be authorized to impose fines upon the appropriate Owner and/or Resident for any violation not specified in this **Section 1. Use and Property Restrictions**.

Section 2. Infringements

Owners shall not exceed their Lot boundary limits as shown in their Lot survey, for personal use and enjoyment. Owners shall not place any item, thing, tree, plant, landscaping, structure, object, or encroachment of any kind upon the Common Properties. The Association shall not be responsible for any damage, personal injury or property damage which may occur when Common Properties are used or occupied. The infringement upon Common Properties shall not give rise to any future legal title to any portion of the Common Properties.

Section 3. Fines and Liens

The Board has the power to approve and adopt such Rules and Regulations as may be necessary to carry out the intent of the Declaration, Bylaws, and these Rules and Regulations and shall have the right to bring lawsuits to enforce the Rules and Regulations so approved. The Board also has the right to levy reasonable fines for violations of the Declaration, Bylaws, or these Rules and Regulations (Ref. Declaration, Article VII, Section 2 and the Bylaws, Article IX, Section 8).

1. Where it is determined that an Owner and/or Resident is not in compliance with the Declaration, Bylaws, and these Rules and Regulations, the Code Committee Chairperson shall recommend to the Board whether to issue a warning notice, a written notice to correct the violation within a reasonable period of time not to exceed thirty (30) days and/or immediately issue a fine as per **Section 4. Schedule of Fines and Liens/Code Violations**, per the discretion of the Board.
2. While the goal is compliance, the following fines will be assigned to Owners and Residents who become in violation of the Declaration, Bylaws, and Rules provided the complaint is brought in writing to the Code Committee or discovered upon final inspection by the Holiday Heights Code Committee. Should a warning notice be issued and the Unit Owner and/or Resident fail to correct any condition, or the violation reoccurs, the Board shall levy a fine against the Owners of the Lot and Living Unit as per **Section 4. Schedule of Fines and Liens/Code Violations**. Where a violation continues after the given time allowed for correction, each day thereafter will be considered a separate violation subject to a daily fine as specified in **Section 4. Schedule of Fines and Liens/Code Violations** or as otherwise provided in this **Section 3. Fines and Liens**.
3. All attorney fees, costs, charges, expenses, or other monies expended, incurred or to be incurred by the Association to address a violation of the Association's Declaration, Bylaws, and Rules and Regulations shall be paid by such Owner and/or Resident to the Association and shall constitute a lien upon the Lot and Living Unit of such Owner and/or Resident until paid in full. The Association shall have the right to foreclose upon such lien in accordance with New Jersey law and in accordance with Declaration Article VII, Section 2.
4. Any fines levied as per **Section 4. Schedule of Fines and Liens/Code Violations** shall be considered a Common Assessment to be levied against the particular Lot or Living Unit Owner. Where the assessment is not paid within six (6) months, collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Assessments by the imposition of a

lien upon the Lot and Living Unit and/or the filing of an appropriate legal or equitable action with the Law Division or Chancery Division of the Superior Court of New Jersey or other Court having jurisdiction over the Lot Owner and/or Resident, with the recovery of all reasonable attorney fees and court costs incurred by the Association.

Section 4. Schedule of Fines and Liens/Code Violations (Refer to Section 1. Use and Property Restrictions)

1. Failure to Obtain Project Approval in Writing

Violation Notice **and** an immediate two hundred fifty dollar (\$250.00) fine for each offense.

2. Failure to Obtain a Berkeley Township Permit (when required)

Violation Notice **and** an immediate one hundred dollar (\$100.00) fine for each offense.

3. Artificial Outside Lights and Illumination

Violation Notice. Berkeley Township notified (Ref. Berkeley Township Ordinance. No. 96-30-OAB § 1). Failure to correct in three (3) days will result in an initial \$50.00 fine and \$25.00 each day thereafter.

4. Businesses

Violation Notice. Failure to desist in fifteen (15) days will result in an initial \$200.00 fine and \$50.00 each day thereafter.

5. Clotheslines

Violation Notice. Failure to correct in three (3) days will result in an initial \$50.00 fine and \$25.00 each day thereafter.

6. Domestic Pets and Wildlife

a) Animals not confined to the Lot/Living Unit, or unleashed, and feces not picked up and disposed of properly:

Warning Notice and a repeated violation will result in a \$100.00 fine and \$25.00 each day thereafter. Berkeley Township notified (Ref. Berkeley Township Ordinance No.05-25-OAB § 6).

b) Feeding deer, ducks, geese and wildlife:

Warning Notice and a \$100.00 fine for each repeated violation. Berkeley Township notified (Ref. Berkeley Township Ordinance No. 19-13-OAB § 9-18.3).

7. Dumpsters, Containers and PODS[®]

a) Dumpsters, Containers, PODS[®] incorrectly placed or violation of approved timeframe:

Violation Notice **and** an initial \$100.00 fine for each violation and \$25.00 for each day not corrected thereafter.

8. Exterior of Lot and Living Unit

- a) Concrete Work /Pavers, Walks, Patios, Driveways and Aprons
- b) Drainage Patterns
- c) Exterior Maintenance
- d) Lawns, Landscaping, Shrubs and Trees
- e) Stone Cover
- f) Structures--3 and 4-Season Room Additions, Decks, Railings, Sheds, Deck boxes, Garbage Enclosures, Gazebos, Pergolas, Ramps and Solar Panels

Violation Notice. Failure to correct in thirty (30) days will result in an initial \$200.00 fine and \$25.00 each day thereafter.

9. Fences/Railings

Violation Notice. Failure to correct in thirty (30) days will result in an initial \$200.00 fine and \$25.00 each day thereafter.

10. Fire Pits/Grills/Patio Heaters

Violation Notice for non-conforming use and/or placement will result in an initial \$200.00 fine and \$25.00 for each day not corrected thereafter.

11. Garbage, Trash, Recyclables, and Materials

a) Construction debris not removed by the contractor or Owner within five (5) days of completion of the project:

Violation Notice **and** an initial \$200.00 fine and \$50.00 each day thereafter.

b) Containers not specified by Berkeley Township Ordinance placed at the curb or stored improperly on property:

Warning Notice and a \$50.00 fine for each repeated violation.

c) Containers not covered or enclosed, Stockpiling:

Warning Notice and failure to correct in three (3) days or repeated violation will result in an initial \$100.00 fine and \$25.00 each day thereafter.

d) Trash placed out for pick up earlier than 4:00 p.m. on the day prior to the scheduled pick up:

Warning Notice and a \$50.00 fine for each repeated violation. Berkeley Township notified (Ref. Berkeley Township Ordinance No. 91-36-OAB § 20-1.15)

12. Generators

Non-conforming installation and/or placement:

Violation Notice **and** an initial \$100.00 fine and \$25.00 for each day not corrected thereafter.

13. Hot Tubs/Jacuzzi®

Non-conforming installation and/or placement:

Violation Notice **and** an initial \$100.00 fine and \$25.00 for each day not corrected thereafter.

14. Infringements (Reference Section 2. above)

Violation Notice **and** an initial \$200.00 fine and an additional fine of \$25.00 per day thereafter, for failure to correct.

15. Neglected or Abandoned Lots and Living Units

At the discretion of the Board, Violation Notice with fines up to \$1,000.00 per violation.

16. Nuisance

Warning Notice and a \$100.00 fine for each repeated violation.

17. Retention Walls

Improper construction or placement:

Violation Notice **and** an initial \$200.00 fine. Failure to correct in thirty (30) days will result in an additional fine of \$25.00 each day thereafter.

18. Satellite Dishes

Improper size or placement:

Violation Notice. Failure to correct in thirty (30) days will result in an initial \$50.00 fine and \$25.00 fine each day thereafter.

19. Signs and Flyers

Warning Notice and failure to correct in five (5) days or repeated violation will result in a \$50.00 fine and \$25.00 each day thereafter.

20. Storm Drains and Storm Water Retention Basins

Improper usage of Storm Drains or Storm Water Retention Basins:

Violation Notice **and** an initial \$200.00 fine and a \$200.00 fine for each offense thereafter.

21. Vehicles and Bicycles

a) Vehicles

Violation Notice. Failure to correct in five (5) days or repeated violation will result in an initial fine of \$100.00 and \$25.00 each day thereafter.

b) Bicycles

Violation Notice. Failure to correct or repeated violation will result in an initial fine of \$50.00 and \$25.00 each day thereafter.

22. Weapons

Violation Notice **and** an initial fine up to \$200.00 at the discretion of the Board for each offense thereafter. Berkeley Township Police notified.

23. Non-Specified Violations

Violation Notice and/or fines imposed up to \$100.00 per day for any violation not specified in this **Section 4. Schedule of Fines and Liens/Code Violations.**

Section 5. Appeals

Owners who dispute any notice of violation may seek ADR (Alternative Dispute Resolution). (See Article V, Section 1.)

Section 6. Implementation and Compliance

The Board hereby serves notice that these Rules and Regulations and all future changes to the Rules and Regulations will become effective on the date of notification.

ARTICLE V – COMMITTEE PROCEDURES

All standing committees shall have at least one Chairperson or two Co-Chairpersons and must schedule their meetings as the Association Bylaws require. All committee meetings are to be held on Association property.

Section 1. Alternative Dispute Resolution Coalition Committee (Ref. Bylaws Article IX, Paragraph 16)

The Committee was established pursuant to N.J.S.A. 45:22A-44(c) and N.J.A.C. 5:26-8.2(c) which reads: "The Association shall provide a fair and efficient procedure for the resolution of disputes between individual Unit Owners and the Association, and between Unit Owners, which shall be readily available as an alternative to litigation." The Committee procedures were approved by Edward Hannaman, Esq., ADR Coordinator, N. J. Department of Community Affairs, 7/27/1999.

A. The Alternative Dispute Resolution Procedure

When an Owner requests an ADR (Alternative Dispute Resolution), the Board must reply within a reasonable time (usually fourteen (14) days).

An impartial mediator is chosen by the Coalition ADR Coordinator. In order to maintain impartiality, the mediator must not live in the community where the ADR is requested. A date and time is agreed upon by both parties. Usually an ADR is conducted in the offices of the Association.

During the ADR, the person requesting same must present a valid photo ID. The mediator will have a copy made of the ID and keep it in the file. The party requesting the ADR may also have an attorney present, however, this is not necessary and any legal fees incurred will be borne by the party requesting the ADR. The party requesting ADR may also have one or more witnesses present, but they must also produce valid ID.

ADR may be between the Board and an Owner, or between two Owners.

The mediator usually interviews first one party, and then the other party independently. At this point if it is convenient to interview both parties at the same time, this can be done. The mediator may make suggestions as to how to resolve the dispute. If both parties agree, then the dispute is resolved. Sometimes, the mediator may ask each party what it is that can be done to rectify the situation. If an agreement can be made, there is no need for further action.

A written statement is signed by both parties and the mediator and it is kept on file.

If no agreement can be reached, the matter is then sent to the courts for settlement. A record of the ADR should be presented to the judge.

ADR is simply a means to settle a dispute without having to resolve to the expense and time of a court hearing.

B. Follow-Up to the ADR Recommendation

Should an Owner not be satisfied with the recommendation of the ADR Panel, the Owner has the option to resort to Civil Court.

Section 2. Association Publication (Courier) Committee

This committee shall be composed of a chairperson/editor, and shall include an editorial staff deemed necessary for the function of the committee.

A. Policy

1. The Courier is a monthly publication of the Association and is mailed on or prior to the first (1st) day of each month.
2. No Courier staff person shall be paid.
3. Content submitted that is not in the best interest of the Owners shall not be accepted.
4. Political advertising and advertising from candidates for political office shall not be accepted.

B. Procedures

1. All articles should be addressed to the editor and emailed to the editor's attention. Nothing shall be added to a submitted article by anyone other than the author.
2. The deadline date for all material, articles, notices, photos and Letters to the Editor, etc. is published monthly in the Association publication.
3. The name of the person submitting the article, or its source, must appear at the top of the page under the title or, in the case of a notice, at the end. Without a name, nothing goes into the publication.
4. Articles regarding the clubs will only be accepted from the president or secretary of the club unless the president has notified the editor of another designated person.
5. Articles should only report what is going on in one's own club, group or committee or its own upcoming events, etc. In the interest of space, articles must be concise and brief.
6. Articles must be submitted typewritten on a full-size sheet of paper. Small pieces of paper are unacceptable since they are easy to lose. Handwritten articles are not acceptable. They must be typed by the author and emailed to the editor before being given to the printer to be sure there is no problem with legibility.
7. The publishing company has the final decision on the size and placement of the flyers and articles based on the amount of space available every month.
8. To have dates for approved meetings, trips, functions, activities, etc. appear in the monthly publication calendar; all requests must be previously cleared through the Office Assistant.

Section 3. Bylaws Committee

This committee shall meet to develop or review and recommend proposals to amend the Bylaws, the Declaration and the Rules of the Association. It shall also review and recommend changes to the Bylaws of clubs and amendments thereto.

Section 4. Civic Committee

This committee shall monitor federal, state, county and township legislation, as well as services provided by off-site entities, and bring to the attention of the Board and the community the services and matters which may have an effect upon the improvement, welfare and safety of the Association.

Section 5. Code Committee

The responsibility and duty of the committee is to uphold the Use and Property Restrictions as set forth in the Declaration, Bylaws, and Rules and Regulations.

The committee will monitor and investigate any violation or complaint a Homeowner may have relating to other properties within the community. A report of any complaint or violation will be given to the Board who will advise the Homeowners of any violation and potential for fines.

The committee handles Homeowner applications for any exterior changes to or on their properties. Such applications require approval by the Board and a Holiday Heights Project Permit, and if required, an additional permit from Berkeley Township required to be issued before work can begin.

Section 6. Election Committee (Ref. Declaration Article III and Bylaws Article III)

This committee shall be responsible for ensuring the integrity of the elections and for upholding the election and voting provisions provided in the Declaration, Bylaws, and the Rules and the enforcement of procedures mandated by the Board.

A. General Rules Voting Procedures

1. Voting will be conducted as referenced in Declaration Article III and Bylaws Article III.
2. The Association office shall provide the Election Chairperson with a printout of Owners not in Good Standing.
3. No proxy votes are accepted.
4. The results of the election must be promptly announced and posted on the clubhouse bulletin board, on the Association website, via Robo Call and in the Association publication.

B. In-Person Voting for Director Election and Special Election

1. Any in-person voting shall be by written ballot in a secured ballot box or by voting machine.
2. Notice of the in-person voting shall include the date, time and place for the election.
3. In-person voting for Directors shall be in the Auditorium on a designated day for not less than seven (7) hours. There shall be no soliciting or campaigning on clubhouse property on Election Day. In-person voting for Special Elections shall be held in auditorium.
4. The voter must be the Owner(s) of record, and may be required to provide some form of identification such as driver's license, etc.
5. It is the responsibility of Owners who will be unavailable during any in-person election to follow the procedures for absentee voting by contacting the Election Committee Chairperson (see E. below). Special election voting shall be in accordance with the Bylaws.
6. A secure ballot box or voting machine(s) shall be utilized.
7. Where the fractional vote for a Lot is less than one-half (1/2), for example 1/3 or 1/4, the votes shall be manual when a voting machine is in use.

C. Mail-in Ballots for Director Election and Amendments

1. The Election Committee Chairperson shall utilize a PO Box for the return of all ballots and shall have access to it. On an ongoing basis, the Chairperson, or their designee, will collect the returns at the Post Office, will note the date of receipt on the Owner roster and will mark the envelopes to show that they have been recorded. It is the Chairperson's responsibility to keep them secured until ready to be tabulated.
2. There will be a minimum of a twenty-one (21) day period for Owners to receive and return their Amendment ballots. For a Director election, the return of ballots shall be no less than fourteen (14) days or no more than sixty (60) days prior to Election Day.
3. The mailing shall include ballots to be returned in a self-addressed stamped envelope. If additional fractional ballots are required, Owners should contact the Election Chairperson.
4. The return envelope must have a label showing the Owner's name and address in the upper left hand corner to enable the Election Committee to certify that the return is from an Owner in Good Standing, and that there are no duplicate returns. If the return address is removed or missing, the ballot will be voided.
5. On tabulation day, the Election Committee will verify the return addresses. Ballots will be removed and separated from the envelopes. Envelopes are removed and discarded. Ballots are counted and the results are tabulated. The tallying of all mail-in ballots shall be done publicly and the results promptly announced. The mail-in ballots shall be open to inspection by any Owner of the Association for a period of ninety (90) days from the date of the Director election.
6. The Election Committee Chairperson or their designee shall advise, organize and oversee the tabulation of paper ballots.
7. For a Director Election when a mail-in ballot is in use, the votes cannot exceed the stipulated number of available openings or the ballot will be voided.

D. The Election of Directors Process

1. Notice of the upcoming Election shall be posted monthly in the Association publication beginning in June and published online, via Robo Call and at the clubhouse.
2. A Notice/Call for Candidates letter shall be mailed no more than sixty (60) days prior to Election Day, and shall be due back in no less than fourteen (14) days and shall include a two-hundred (200) word Summary of Qualifications in narrative form.
3. The Qualifications for Office and the Responsibilities of Office shall be published in the July and August Association publication.
4. Only candidates in Good Standing are eligible to be placed on the ballot as specified in the election timeline.
5. Owners have until five (5) business days prior to Election Day to restore their Good Standing status in order to cast a ballot or be a write-in candidate.
6. The Election Chairperson and Election Liaison shall meet with prospective candidates.
7. Election packets are mailed not less than thirty (30) days prior to Election Day.
8. Meet the Candidates meetings shall be held after the ballots have been mailed in August.

9. Each candidate shall be allowed to have one representative (an Owner in Good Standing) present during the counting of ballots. For vetting purposes, the candidate must submit their candidate representative request in writing to the Election Committee Chairperson ten (10) days prior to Election Day.
10. Election Day for either mail-in ballot or in-person voting shall be the second Tuesday after Labor Day. Mail-in ballots must be received in the PO Box by 5:00 p.m. on Election Day.
11. The tallying of the ballots shall be done publically. Tabulation Day will be the day after Election Day at a time and place announced by the Board.
12. The results of the election will be made available on the clubhouse bulletin board, on the Association website, via Robo Call and in the Association publication.

E. Absentee Voting/Shut-ins

Shut-in voting is considered absentee voting.

1. Absentee voting will be available when in-person Director Election voting is scheduled in accordance with the Bylaws.
2. Absentee ballots may be requested from the Election Committee Chairperson and only by Owners in Good Standing.
3. The Election Committee Chairperson or their designee shall advise, organize and oversee the availability or delivery of absentee ballots, including the return mailing envelope. The Election Chairperson will also denote on the roster whether an Owner received an Absentee Ballot, to be sure not to allow the Owner to vote twice.

Section 7. Facilities Committee

This committee shall act as caretaker of the Association facilities and shall monitor such regulations and security measures to ensure the safe and efficient operation of the clubhouses in accordance with New Jersey law and regulations, local ordinances and otherwise and shall be responsible for overseeing the maintenance and care of the clubhouse grounds, basins and common areas by:

1. Proactively preserving buildings, equipment and grounds from premature deterioration through monitoring the inspections, maintenance, and cleanliness of the facilities in accordance with the Association reserve studies and appropriate maintenance manual schedules.
2. Inspect all buildings, facilities, and equipment components on a monthly basis and provide a report to the Director responsible for buildings and grounds.
3. Review the Association reserve studies and note the required replacements and repairs necessary.
4. Report unexpected repairs and replacements as required to the Director responsible for buildings and grounds.
5. Perform a complete review every five (5) years of the Association maintenance manual for additional changes.
6. Assist in the preparation and review of Request for Proposals concerning buildings, grounds and components by giving feedback or input to the Director of building and grounds. Any major project with a cost of over forty thousand dollars (\$40,000) shall require a New Jersey Certified Engineer who will assist in the preparation of the RFQ and monitor the project's activity, inspect the quality of work and report back to the Board upon completion.

Section 8. HOPA Committee (Housing for Older Persons Act)

This committee will consist of at least three (3) Association members who will oversee the bi-annual collection of data from the Owners which is required to comply with the Housing for Older Persons Act (HOPA) of 1995, an exception to the Federal Fair Housing Act. To be qualified as an age-restricted community, this Act requires every Living Unit is to be occupied by at least one person fifty-five (55) years of age or older and no permanent Resident is under eighteen (18) years of age. The census will be delivered bi-annually to every Owner of a Lot and/or Living Unit, and the successful collection of information must be retained, by law, to confirm compliance with the Act. The committee will be tasked with the review of each Census for completeness and accuracy and through follow-up procedures, shall attempt to compel one hundred percent (100%) compliance in order to maintain the status of an age-restricted community as per the Act.

Section 9. Library Committee

This committee shall oversee the general upkeep and maintenance of the Association library including the acquisition of books, the discarding of worn books and returning of books.

Section 10. Neighborhood Watch Committee

This committee shall provide community information, safety tips and resources for the welfare of the Owners and Residents through committee input as well as guest speakers.

Section 11. Recreation Committee

Every event must have two persons named as the audio/visual contact for their event.

This committee shall be responsible for the coordination of all entertainment, social functions, and events being run by Recreation, clubs, and groups.

All event dates and scheduling of functions must first be coordinated through the Association office on a Calendar Reservation Form, then presented to the Recreation Committee Chairperson for their sign-off or if declined, the chairperson will contact the submitter to re-work the submission. The approved event will then be presented at a Board work session meeting by the Recreation Liaison for Board approval or rejection.

The Recreation Liaison will attend the monthly Recreation Committee meetings on the second Monday of each month at 10:00 a.m. in the Association clubhouse, where each club and group sends their president or group leader to report on their event, ask or answer any event-related questions, and receive a packet of information on how to run an event, and additional packets of instructions to use if they are holding a basket raffle or 50/50.

No later than seven (7) days after the event, activity or function the Event Coordinator will complete and submit two copies of the Activity/Event Report, one to the Association office and one to the Board Treasurer, and submit either by check (made out to the Holiday Heights Homeowners Association, Inc.), or in cash, an amount equal to seventy percent (70%) of the full profit from a For-Profit event to be deposited into the Recreation checking account, and an amount equal to thirty percent (30%) of the full profit from a For-Profit event to be deposited into the Association's Operating Account.

For any out-of-pocket expenses for which you have receipts, you should include that information on a Check Request Refund Form for reimbursement.

If the event included a 50/50 or basket raffle, additional forms are required to be completed and turned into the Social Club president at the end of the event.

Monies realized by the Recreation Committee are an asset of the Association, used to support Recreation and for Board activities which benefit all Owners and Residents.

Additionally, a Monthly Financial Report shall be filed with the Board Treasurer by the seventh (7th) day of every month. Recreation must keep its funds in a checking account. Financial data should be sufficiently detailed to show the specific sources of income and expenses for each event. Recreation's Monthly Financial Report shall be on file at the clubhouse and shall be available to all Owners. All books and accounts shall be available at all times to the Board for audit.

If an advance is needed, you will need to obtain and complete an Advance Check Request Form from the Association office, which is presented to the Recreation Liaison for signature, who then presents it at a Board Work Session meeting for approval.

Ticket Sales Procedures:

1. Ticket sales are every Thursday from 9:00 a.m. to 10:00 a.m. in the Association clubhouse.
2. Ticket sellers for each event will be ready to sell tickets by 8:45 a.m. with ticket sales beginning at 9:00 a.m.
3. When the event is a dinner or dance, one person may purchase a table of eight (8), ten (10), or twelve (12). That person must have names and food preferences, if required, for each person at the table.
4. All payments must be made by check made out to event sponsor, such as Men's Club, Social Club or Holiday Heights Recreation.

Section 12. Welcome/Membership Committee

This committee is comprised of volunteers who are Owners or Residents.

Based upon the list supplied by the Association office, the committee serves to welcome new Owners and Residents to Holiday Heights in a welcome call, to assist them as they transition into a new community.

The Welcome Committee is the first committee to contact Holiday Heights' new Homeowners and Residents. The introductory "Welcome" phone call is followed by a mandatory New Homeowner/Resident Community Orientation held within one month following the closing of the property.

Information is provided regarding clubhouse amenities, events, and activities as well as pertinent information relating to the Holiday Heights Handbook, enabling new Residents to be informed members of the community.

The goal is to ensure every new Homeowner and Resident is warmly welcomed into our community and made to feel as an added value to our community.

ARTICLE VI – CLUBS AND GROUPS

Section 1. Rules for Sanctioned Clubs (Ref. Bylaws, Article XIII)

Each club or group must have two persons named as the audio/visual contact for their event.

1. The clubs sanctioned by the Board and approved for use of the Association facilities are: Chorus/Theatre Guild, Garden Club, Men's Club, Social Club, and Women's Club. They are responsible to the Liaison Director of Recreation. Proposed new clubs must be organized in accordance with the Bylaws Article XIII, Section 1.
2. Sanctioned clubs shall mean and refer to those whose membership is composed exclusively of Holiday Heights Owners and Residents who agree to abide by the Rules and Regulations of the Association and whose primary activity or reason for being is conducted within the Association buildings or grounds.
3. The clubs shall have elected officers, shall be made up of dues-paying members and the dues shall be of a nominal amount. The officers of a club shall be elected according to the club's Bylaws. The Recreation Chairperson is responsible for the orientation of club officers regarding procedures for Recreation Events.
4. Clubs shall not be political, religious or ethnic in nature or intent, and at no time shall any event or activity of a club operate in conflict with any local, state or federal law that may be applicable.
5. The clubs shall file charters, Bylaws or other rules of order as well as a statement of intent and purpose with the Board. These documents shall be reviewed by the Bylaws Committee, and are subject to Board approval. All documents shall be kept on file at the clubhouse and be available to all Owners.
6. Each club shall file a Monthly Financial Report with the Board Treasurer by the seventh (7th) day of every month. A club must keep its funds in a checking account. Financial data should be sufficiently detailed to show the specific sources of income and expenses for each event. Each club's Monthly Financial Report shall be on file at the clubhouse and shall be available to all Owners. All books and accounts shall be available at all times to the Board for audit. Failure of a club to comply shall be cause for action by the Board and may result in suspension of said club and the denial of further use of the Association facilities or properties.
7. A club shall not compensate a Director in any way, shape or form for services of any nature rendered to it.
8. Clubs may hold fund-raising activities or events with the approval of the Board and the Recreation Chairperson. Said fund-raising activities shall be advertised in such manner as to ensure that all Owners/Residents are aware that the activity is 'For-Profit' and will benefit the club and the Association.
9. All fund-raising functions sponsored by a club's membership shall be open to all Owners and Residents of the Association and may be open to members of other communities, if available. Admissions, donations, gratuities and fees shall be of a nominal amount to promote maximum participation.
10. No later than seven (7) days after each function, activity, or event, the clubs and group must complete and submit two copies of the Activity/Event Report, one to the Association office and one to the Board Treasurer. Only if the event/activity was a 'For-profit' event or activity the club or group shall submit either by check (made out to Holiday Heights Homeowners Association, Inc.) or in cash, an amount equal to thirty percent (30%) of the profit earned. The balance of the profit, seventy percent (70%), shall be kept in the club's/recreation checking account.
11. A minimum of two hundred dollars (\$200.00) must remain in the club's or group's account at yearend.

12. If a club is to be dissolved, all the assets or any remaining funds shall be returned to the Association. Should the club be reactivated, the Board may provide start-up funds to cover initial expenses.

13. Clubs may dispense the funds in their account provided:

- a. No Club funds are transferred to another club as a loan or gift
- b. For-Profit funds must be used to support the community or for club members to obtain supplies or equipment required by the club
- c. Funds may not be used for activities or events solely for the club members, with the exception of Dues, at the discretion of the Board.

Section 2. Rules for Sanctioned Groups

1. Sanctioned groups shall mean and refer to those groups whose non-dues paying membership is composed primarily of Holiday Heights Owners and Residents who agree to abide by the Rules and Regulations of the Association and whose primary activity or reason for being is conducted within the Association buildings or on its grounds.
2. The groups sanctioned by the Board and approved for use of the Association facilities included but are not limited to: Arts & Crafts, Ballroom Dancing, Billiards, Bocce, Book Club, Bridge, Cards, Chair Yoga, Cornhole, Darts, Exercise, Happy Hookers, Horseshoes, Line Dancing, Mah-Jongg, Pickleball, Rummikub, Scrabble, Shuffleboard, Table Tennis, Tennis, Walking, Zumba, etc.
3. Sanctioned groups are bound together by a common interest or shared activity. In lieu of elected officers, they have a group leader who is responsible to a Liaison Director. Where appropriate, a general statement of intent and purpose shall be on file with the Board.
4. No group shall be political, religious or ethnic in nature or intent.
5. At no time shall any activity of a group operate in conflict with any local, state or federal law that may be applicable.
6. A group shall not compensate a Director in any way, shape or form for services of any nature rendered.
7. All sanctioned groups shall abide by the rules of the Board. Failure to comply will be cause for action by the Board and may result in suspension of said group and the denial of further use of the Association facilities and properties.

Section 3. Rules for Non-Sanctioned Groups

1. A non-sanctioned group is made up of persons who share an activity of mutual interest.
2. Members of the group are not necessarily limited to Owners and Residents. Their primary activity is usually conducted off Association grounds.
3. Non-sanctioned groups include such activities, but not limited to, Bowling, Fishing, Golf, Softball, etc.
4. They shall not be political, religious or ethnic in nature or intent. All other rules by which they function shall be set by the group.
5. They are not responsible, financially or otherwise, to the Association.

ARTICLE VII – OFFICE AND BUILDING POLICIES

Section 1. Office Policies

1. **Office Hours:** Open to the public Monday through Friday from 9:00 a.m. to 2:00 p.m., except for unforeseen circumstances, for which the office may be closed at the discretion of the Board.

2. **Office Holiday Closings:** Thanksgiving Day, Christmas Day, New Year’s Day, Good Friday, Memorial Day, July 4th, and Labor Day.

3. Office Staff

a) The office staff shall consist of an Office Manager and as many Office Assistants as are needed to conduct the business of the Association.

b) An office employee shall not be a Member of the Holiday Heights Homeowners Association, Inc. or a Resident of the community.

4. Maintenance Staff

a) The maintenance staff shall consist of as many employees as are needed to carry out the custodial, janitorial, or general maintenance services required for the building and grounds of the Association.

b) A maintenance staff employee may be a Member of the Holiday Heights Homeowners Association, Inc. or a Resident of the community.

5. Time Cards

All paid employees will use time cards.

Section 2. Building Policies

The buildings are opened and closed electronically.

1. Both buildings are open Monday through Sunday 8:00 a.m. to 10:00 p.m.

2. The auditorium in Building Two is reserved for BINGO from 3:00 p.m. to 9:00 p.m. every Sunday.

3. A Director, appointed by the Board, will supervise the use of the buildings.

4. The following rooms are available for meetings: Arts and Crafts Room, Large Card Room, Small Card Room and the Multi-Purpose Room. Requests for time and space must be made in writing to the Board and dates cleared with the Office Assistant.

5. The Auditorium will be available for meetings and events. Requests must be made in writing, approved by the Board and dates/times cleared with the Office Assistant. If tables and chairs need to be set up, the request must be made when the space is requested and a diagram of the desired configuration provided including the audio requirements.

6. All trash, garbage, etc. must be removed from the tables, floors and kitchen area and put in the proper receptacles. The kitchen must be clean, the counters cleared, the floor swept and the garbage/recyclables put in the proper containers. The tables and chairs must be left as found.

7. Regularly-scheduled club meetings and activities in either building will prevail. In special circumstances, the Board may approve a deviation from the regular schedule.

8. The kitchen will be locked at all times other than for sanctioned use by authorized persons. Access is on an “as needed” basis at the discretion of the Board. Anyone using the kitchen must leave it as clean as they found it.

9. The Audio/Visual booth will be locked at all times other than for use by authorized persons.

10. Storage space is provided for each sanctioned club/group and one key is issued to each club president or group leader. The office will retain duplicate keys.

APPENDIX

Description of Property



Holiday City-Holiday Heights Section is a Planned Residential Retirement Community (PRRC) of approximately 562.95 acres of land in the northwest portion of Berkeley Township in the County of Ocean and the State of New Jersey and was filed with the Ocean County Clerk on May 26, 1977 as recorded in Book 3615 at Page 745. The land was sub-divided into 1,411 residential lots by virtue of a Preliminary Approval granted by the Berkeley Township Planning Board on May 8, 1986. Of an additional three lots located in Plat A, the Sponsor developed one with a two-bay First Aid Station and deeded it without cost or expense to the Holiday Heights First Aid Squad, a separate corporation. Another was developed with recreational facilities and the third constitutes open space. The final major sub-division approvals were filed as follows:

Plat A	filed 12/31/86	354 residential lots
Plat B	filed 07/01/87	397 residential lots
Plat C	filed 06/20/88	254 residential lots
Plat D	filed 06/08/89	387 residential lots
Plat D1	filed 07/12/90	19 residential lots

The total Lots and Living Units increased to 1,412 when the Owner of one of four privately owned properties was deeded in Book 10593 at Page 385, to the Holiday Heights Homeowners Association, Inc. on October 26, 2001. Two additional properties were deeded in Book 12682 at Page 1954, to the Holiday Heights Homeowners Association, Inc. on June 28, 2005. The final property was deeded in Book 12696 at Page 0370, to the Holiday Heights Homeowners Association, Inc. on July 6, 2005.

HOLIDAY HEIGHTS - THE BEGINNING YEARS

“There has been a request for me to write an article on how things got started here in the Heights so I’ll revert back to my personal diary. It was the summer of 1987 and there was plenty of work ahead because there was nothing here for us. We had nothing, no streetlights, no mail delivery, no cable TV, no clubhouse, no bus service, no First Aid Squad. Where to begin?”

In actuality, we were community pioneers. First, my wife and I went to see John Vogel, the Developer’s liaison. We had lots of questions on how to get a community like ours started. His reply was: “That’s easy; you just wait for some fool to take on the task.” He told us to get three volunteer advisors to work with the “Directors.” It was soon clear that the “Directors” were Hovson people and they were in control but we had to do the work.

We had one empty building and no key would be issued until 150 homes were occupied so we had no meeting place. The first meeting was held in our garage. We spent Sundays going around counting mailboxes to see how many homes were occupied so we could get the key as soon as the quota was reached. The Courier was started on our kitchen table with an old typewriter and we got a few ads to cover costs. Fellow newcomers helped deliver the papers we turned out.

Four days before Halloween 1987 we were finally given a key. Our last meeting was held at our home and volunteers agreed to have a party. Four days later we had our first party using what is now the pool room as our banquet hall. There were 104 people in attendance. On that night, Joe Dorsi and Al Spano agreed to come on board as advisors. Now we had a building for meetings, socials, etc. No time was wasted in establishing the Social, Women’s and Men’s Clubs. Their first Presidents were: Social Club - Lee Damato, Women’s Club -Liz Kutyak, and Men’s Club - Gene Pompliano. The Clubs held fundraisers that enabled us to buy the furniture, equipment and supplies that were needed. A development fund was formulated with Hovson in control of it but we could spend the money as we saw fit. The list of items bought is long. Let’s remember that all Hovson gave us was an empty building with bare walls. Homeowners bought whatever you see in the clubhouses and all outdoor equipment. No money was ever borrowed by the advisors. Being from the old school, our motto was that you buy it when you can pay for it.

Hovson promised the pool for Memorial Day 1988. Needless to say that promise was broken. Joe Dorsi and I actually worked side by side with the contractor to have it ready for the Fourth of July. To keep within our budget, we had to close the pool two days a week. Later, when the second building which houses the Auditorium was going up, it was noticed that one wall was tilted. Supports for the roof had to be installed so that the wall could be torn down and replaced. We carefully watched everything being done. On October 23, 1989 we had our first dinner/dance in the Auditorium. With great pride, we decorated it and it looked like a fairyland. The hall was filled to capacity and we called the affair “The New Beginning.”

Looking back, there was a lot of work done by a small group of people in those first two years when only half of the Heights was developed. A lot of credit goes to those who worked hard to give our community the foundation upon which to grow and build.”

By March 1989 enough homes had been sold for the Homeowners to be able to elect three Directors of their own. Once 75% of the homes had been sold, three additional Directors were elected in August 1994 thereby further reducing Hovson representation. As of September 1997 all the homes had been sold and the seventh and final Director was added finally giving total control to the Homeowners.

Volunteerism is the lifeblood of our community. We close this brief history with grateful acknowledgement of the volunteers whose work and efforts have sustained and maintained our community, its clubs, organizations, activities and particularly those who have selflessly served as Directors. We are all indebted to the volunteers who got the Holiday Heights First Aid Squad up and running and to the Squad members who have voluntarily served and continue to serve with professionalism and charity of heart on our behalf.

-Reprinted from an article in the August 1997 Courier by Ted Heumann,
1st Director

Code of Conduct for Owners, Residents and Guests

Effective immediately the following Rules and Regulations shall apply to and be observed by all Holiday Heights Owners, Residents and Guests;

1. Only the business of Holiday Heights is to be discussed at the General Meetings, Special Meetings and Open Meetings of the Holiday Heights Owners and discussion about the personal business, personal affairs and personal circumstances of any Owner 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 guest or tenant of any Owner when communicating with a Holiday Heights Director or any employee or agent or representative of Holiday Heights.
3. No abusive, offensive or harassing language or conduct is permitted by any Owner or guest or tenant of any Owner at the general meetings, special meetings of the Holiday Heights Owners.
4. No abusive, offensive or harassing language or conduct is permitted by any Owner or guest or tenant of any Owner within or upon the Common Properties of Holiday Heights.
5. As used in the context of the 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 Holiday Heights general meetings, special meetings;
 - 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 the 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;
 - 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 Holiday Heights Board of Directors will, if appropriate and/or necessary, investigate the matter and make determination as to whether the conduct and/or language in question was abusive, offensive or harassing.

7. **Enforcement** If the Holiday Heights Board of Directors deem Owner's or the guest or tenant of an Owner's speech of conduct to be abusive, offensive or harassing and prohibited by this Resolution, the Holiday Heights Board of Directors may take any appropriate action, including by not limited to the following:
 - a. Imposing a fine against the Owner or the guest or tenant of such Owner up to \$100.00 and being reimbursed and seeking reimbursement for all attorney fees and costs incurred by Holiday Heights as a result of said person's abusive, offensive or harassing speech or conduct.
 - b. Prohibiting and/or suspending such Owner or the guest or tenant of such Owner from using some or all of the Common Properties of Holiday Heights and being reimbursed and seeking reimbursement for all attorney fees and costs incurred by Holiday Heights as a result of such person's abusive, offensive or harassing speech or conduct.
 - c. Prohibiting and/or suspending such Owners or the guest or tenant of such Owner from attending any general meetings or special meetings of the Holiday Heights Owners and being reimbursed and seeking reimbursement for all attorney fees and costs incurred by Holiday Heights as a result of such person's abusive, offensive or harassing speech or conduct.
 - 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 general meetings, special meetings of the Holiday Heights Owners, restraining such person from having personal contact with certain Board of Directors, employees or agents of Holiday Heights and being reimbursed and seeking reimbursement for all attorney fees and costs incurred by Holiday Heights as a result of such person's abusive, offensive or harassing speech or conduct.
8. **Trespass** If any Owner attempts to materially disrupt a general meeting or special meeting of the Holiday Heights Owners or otherwise engages in abusive, offensive or harassing language or conduct upon the Holiday Heights Common Properties, nothing in the Rules and Regulations will prohibit Holiday Heights from instructing such Owner or any guest or tenant of an Owner, to cease such conduct and in the event such conduct does not cease, instructing such Owner, guest or tenant of an Owner to vacate the Holiday Heights Common Properties or otherwise contacting the Berkeley Township Police Department to have such Owner, guest or tenant of an Owner arrested for trespassing or otherwise violating any New Jersey statute or municipal ordinance.
9. **Hearing** Excluding exigent circumstances, before imposing any sanctions, notice of the 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, 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.

10. **Guest and Tenants to Comply with this Resolution** All Owners must insure that their guest and tenants comply with the Holiday Heights Certificate of Incorporation, Declaration of Covenants and Restrictions, By-Laws, Rules and Regulations, all amendments thereto, including the Resolution. All guests and tenants of Owners shall be subject to the Enforcement provisions of Par. 7. Owners will be jointly and severally liable and responsible to pay for all fines, attorney fees and costs incurred by Holiday Heights arising from violations of the Resolution by their guests and tenants.

NOTICE AND RECORDING Holiday Heights also authorizes and directs its legal counsel to arrange for recordation of a copy of the Resolution with the Ocean County Registrar's Office in order to establish the recording of the resolution in the chain of title.

Code of Conduct for Directors

Effective immediately, the following Rules and Regulations shall apply to and be observed by all past, present or future Holiday Heights Board of Directors;

I. PARLIAMENTARY PROCEDURE FOR THE BOARD OF DIRECTORS AT GENERAL AND SPECIAL MEETINGS

- A. Agenda.** The Secretary shall, with the approval of the President, draft an agenda for use at any general or special meetings of the Board of Directors and Owners.
- B. Minutes.** At any general or special meetings of the Board of Directors and Owners, the Secretary shall ensure that accurate minutes are taken which document the exact language of motions, with a general discussion of the issues. A verbatim transcript of the meeting is not necessary.
- C. Chair of Meeting.** The President, or the Vice President in the President's absence, shall act as Chair of all general or special meetings of the Board of Directors and Owners. If both are unavailable, the remaining members of the Board of Directors shall appoint another board member to act as Chair on an interim basis. The Chair shall have authority to conduct the general or special meeting.
- D. Making Motions.** Motions shall be made by any member of the Board of Directors after recognition by the Chair. The member shall inform that Board of Directors or the motion by stating "I move that..."
- E. Seconding Motions.** Another member of the Board of Directors must "second" the motion in order for it to proceed to a discussion and vote.
- F. Restatement of Motion.** The Chair must restate the motion by station "It is moved and seconded that..." After this restatement, the motion may not be withdrawn by its maker.
- G. Discussion of Motion.** The maker of the motion is afforded the opportunity to speak first on the motion. Thereafter, anyone who has not spoken must be recognized by the Chair before someone who has spoken on the motion. The Chair may allow Owners or other persons to speak on a motion. The Chair may limit the time for each person's discussion.
- H. Vote on Motion.** When the discussion ends, the Chair again restates the motion and a vote must be taken of the Board of Directors. The vote shall be taken as a voice vote at the direction of the Chair.
- I. Decision on Motion.** The Chair then announces the outcome of the motion.

II. CLOSED EXECUTIVE SESSION

- A.** In the event the Board of Directors address matters which involve personal, confidential, private or proprietary issues, the Board of Directors shall adjourn, by motion from

the general or special meeting of the Owners to meet in a closed executive session to address such issues. The types of matters which shall be addressed in a closed executive session include:

1. A matter rendered confidential by federal or state law.
2. A matter in which release of information would impair the right to receive governmental funds.
3. A matter relating to issues which if disclosed would constitute an unwarranted invasion of individual privacy.
4. A matter involving the purchase, lease or acquisition of real property with Holiday Heights funds.
5. A matter relating to the protection of public safety and property and/or investigations of possible violations of the Holiday Heights governing documents or violations of law.
6. Pending or anticipated litigation or contract negotiations and/or proprietary matters or matters involving the attorney-client privilege or attorney work product.
7. Issues relating to the hiring, firing and discipline of prospective or current employees.
8. Deliberation about the matters that could result in a criminal, administrative or civil penalty or other loss.

B. A motion to adjourn executive sessions must be made before the general sessions convened.

C. At any closed executive session of the Board of Directors, the Secretary shall ensure that accurate minutes are taken. However, the minutes of any closed executive session shall not be disclosed to persons other than the Board of Directors, legal counsel and, if necessary, to other necessary persons.

D. To the extent any Director is alleged to have improperly disclosed any matter discussed in any closed executive session, whether such disclosure occurred while serving as a Director or after serving as a Director, the remaining Board of Directors shall convene as soon as practicable to investigate and determine whether such improper disclosure was made, and, if it is determined that such improper disclosure was made, a majority of the remaining Board of Directors may take all appropriate action against the offending Director including but not limited to the following:

1. Directing the offending Director to leave any meeting of the Board of Directors;
2. Suspending the offending Director from the Board of Directors;
3. Suspending the offending Director from executive sessions of the Board of Directors.

III. FINANCIAL ETHICS

No Director will solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with Holiday Heights, or from any person whose intent it is to influence any decision or action on any official Holiday Heights matter.

No Director will use his or her position to enhance his or her financial or business position or undertaking.

No Director or his or her agent, employee or family member will enter into a personal service contract with Holiday Heights without timely and prior disclosure of such actual or potential conflict of interest to the Board of Directors.

Any actual or potential conflict of interest with a Director and Holiday Heights will be disclosed to the Board of Directors. A “conflict of interest” occurs when a Director’s private or future interest interferes in any way, or even appears to interfere, with the interest of Holiday Heights. A conflict of interest can arise when a Director takes an action or has an interest that makes it difficult for him or her to perform his or her work objectively and effectively.

No Director will use his or her position to seek personal political advantage or contribute Holiday Heights funds or favors to any political party or political candidate or political action committee.

IV. BUSINESS ETHICS

No Director will seek to have a contract implemented that has not been duly approved by the Board of Directors.

No promise of anything not properly approved by the Holiday Heights Board of Directors will be made to any contractor, supplier or contractor during negotiations.

No Director will interfere with the duties of any employee or representative of Holiday Heights, nor harass, threaten, or attempt through any means to control or instill fear in any such employee or representative.

No Director will conduct general or special meetings of Holiday Heights Owners without the prior appropriate approval of the Board of Directors prior to such meeting.

Each Director will abide by the governing documents of Holiday Heights.

V. ETHICAL RELATIONS AMONG PERSONS

No Director will engage in any writing, publishing or speech making that defames any

other Owner, Member, Resident, Director, employee, contractor, service provider or representative of Holiday Heights.

VI. INFORMATION AND DISCLOSURE ETHICS

No Director shall disclose any information about affairs and business of Holiday Heights except through open general and special meetings of Holiday Heights exclusive of closed executive session minutes

Matters discussed in meetings with just the Board of Directors will be kept confidential unless appropriately included in the discussion of an open general or special meeting with the Holiday Heights Owners.

No Director will willingly misrepresent facts to any other Holiday Heights Director or Holiday Heights Owner, either by withholding, distorting or fabricating information.

VII. ETHICAL RESOLUTION OF DIFFERENCES

Differences of opinion about policy or procedures between any Board of Directors or between any Board of Directors and any Holiday Heights Owner, Member or Resident will be discussed rationally on its merits in a timely and courteous manner and with emphasis on resolving differences.

The Board of Directors will treat every Holiday Heights Owner, Member or Resident in a professional manner.

VIII. PRIVACY ETHICS

No Director will violate the confidentiality of a Holiday Heights employee's or Holiday Heights Owner's file maintained by Holiday Heights during or after their term of service as a Director.

IX. ACCOUNTABILITY ETHICS

Any Director who is unable to fulfill adequately the duties of their position in a timely manner shall resign or request a leave of absence.

Any Director indicted under federal criminal law or indicted for criminal conduct under New Jersey law shall take a leave of absence as a Director until the criminal matter is concluded whereby all indictable charges are dismissed or such Director is acquitted of all indictable

charges. Any Director who pleads guilty to or who is convicted of an indictable offense shall be automatically terminated from the Holiday Heights Board.

X. DISCIPLINARY ACTION

Any Director who violates the terms and conditions of this Resolution will be subject to disciplinary action. This action may include but not be limited to the following:

1. Directing the offended Director to leave any meeting of the Board of Directors.
2. Suspending the offending Director from the Board of Directors; and
3. Suspending the offending Director from executive sessions of the Board of Directors.

XI. NOTICE AND RECORDING

Holiday Heights authorizes and directs its legal counsel to arrange for a recordation of a copy of the Resolution with the Ocean County Register's Office in order to establish the recording of the Resolution in the chain of title of every Holiday Heights Homeowner.

Qualifications for Office

The qualifications for the office of Director are stated in the Bylaws, Article VI, Section 2. A candidate must read, understand and agree to all the requirements. The candidate must sign and have his or her signature attested by the Election Committee Chairperson.

Responsibilities of Office

The responsibilities of a Director are stated in the Bylaws, Article VI, Section 3. The elected candidate must confirm that he or she has read and understands the responsibilities of a Director and willingly accepts the duties and responsibilities of the office. The newly elected Director must have his or her signature attested by the Election Committee Chairperson.

Oath of Office Member of the Board of Directors

I _____ having been duly elected to the Office of Director, do solemnly swear (or affirm) that I shall support the Bylaws and the Declaration of Covenants and Restrictions of the Holiday Heights Homeowners Association, Inc. and that I shall bear true faith and allegiance of the same and to the Government of the United States, the State of New Jersey, the County of Ocean and the Township of Berkeley. So help me God.

I _____ having been duly elected to the office of Director, do further solemnly swear (or affirm) that I possess the qualifications prescribed in the Bylaws of the Holiday Heights Homeowners Association, Inc. for the office of Member of the Board of Directors, and that I shall faithfully, impartially, and justly govern and administer the affairs of the Association, shall protect and preserve the dignity and integrity of the Office and shall accept and preform all duties and responsibilities of the Office according to the best of my ability. So help me God.

Date _____ Signature _____

Election Committee Chairperson

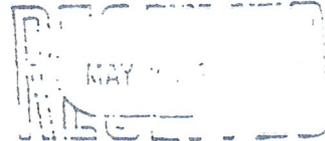
FILED

MAY 22 1986

JANE BURGIO
Secretary of State

CERTIFICATE OF INCORPORATION
OF
HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC.

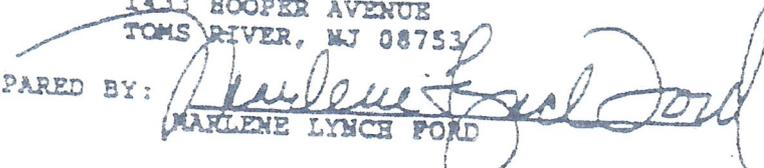
DATED: April 28, 1986



RECORD ~~SECTION~~ TO:

HOVSONS, INC.
1433 HOOPER AVENUE
TOMS RIVER, NJ 08753

PREPARED BY:


MARLENE LYNCH FORD

LNN
FILED

MAY 22 1986

CERTIFICATE OF INCORPORATION

OF

JANE BURGIO
Secretary of State

HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC.

0284049

THIS IS TO CERTIFY THAT, there is hereby organized a corporation under and by virtue of the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1 et seq., an Act of the Legislature of New Jersey authorizing the creation of Corporations not for profit.

1. NAME The name of the Corporation is HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC. hereinafter called the Association.

2. REGISTERED OFFICE: The initial registered office of the Association is 1433 Hooper Avenue, Toms River, New Jersey 08753.

3. REGISTERED AGENT: The registered agent of the Association is John R. Vogel, whose address is 1433 Hooper Avenue, Toms River, New Jersey 08753.

4. PURPOSES AND POWERS: The Association does not contemplate pecuniary gain or profit to the members thereof and the specific purposes for which it is formed are to serve as the Homeowners Association for the Planned Residential Townhouse Community known as HOLIDAY HEIGHTS, Berkeley Township, Ocean County, New Jersey (the Development) and to own and maintain the open space provided in the Development (the Common Area) pursuant to the Declaration of Restrictive and Protective Covenants for the Development (the Declaration) and in furtherance thereof;

A. To make and collect assessments from the members of the Association to defray costs, expenses and losses;

B. To use the proceeds of assessments in the exercise of its powers and duties;

C. To own and maintain the Common Area in the Development;

D. To purchase the necessary insurance;

E. To make and amend reasonable rules and regulations respecting the Development;

F. To employ personnel to perform services required for the proper operation of the Association;

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G. To enforce the provisions of the Declaration, By-Laws, Rules and Regulations and the Certificate of Incorporation of the Association and

H. To exercise all of the powers granted to a nonprofit Corporation under N.J.S.A. 15A:3-1 without limitation.

5. MEMBERSHIP: Every unit owner shall automatically become a member of the Association, subject to the Declaration, By-Laws and Rules and Regulations as promulgated by the Association, upon acceptance of a deed.

6. BOARD OF DIRECTORS: The affairs of the Association shall be managed by a Board of Directors consisting of seven Directors who must be members of the Association, except the developer's appointees. The terms of office and method of election shall be as provided in the By-Laws of the Association.

The initial Board of Directors shall consist of three members, whose names and post office addresses are as follows:

1. John R. Vogel, Hovsons, Inc., 1433 Hooper Ave., Toms River, NJ 08753

2. Shahan Gharibian, Hovsons, Inc., 1433 Hooper Avenue, Toms River, NJ 08753

3. James Valle, Hovsons, Inc., 1433 Hooper Avenue, Toms River, NJ 08753.

The number of Directors and the transfer of control of the Association from the Developer to the Members of the Association shall be in accordance with the By-Laws.

7. FUNDING: The activities of the Association are to be financed through assessments and monies paid by the members of the Association. All monies shall be expended solely for the benefit of the Association and in furtherance of the purposes for which the Association was formed. No portion of said funds shall be paid, given to or received by any officer, director of member of this Association.

8. OFFICERS: The officers of this Association shall be a President, Vice-President, Secretary and Treasurer. The officers will be selected in accordance with the By-Laws.

9. INCORPORATOR: The name and address of the sole incorporator is John R. Vogel.

10. DURATION: The duration of this corporation shall be perpetual in nature.

11. BASIS OF ORGANIZATION: The corporation is organized on a non-stock basis, however certificates of membership may be issued to unit owners.

12. DISTRIBUTION OF ASSETS: In the event of the dissolution of the corporation the method by which the assets of the corporation shall be distributed shall be as set forth in the By-Laws of the Association.

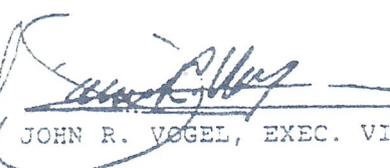
13. AMENDMENT: An amendment of this Certificate of Incorporation shall require the assent or affirmative vote of Seventy-five (75%) Percent of the members of the Association.

14. SEVERABILITY: Invalidity of any section or part of this Certificate of Incorporation by Judgment or Court Order shall in no way affect any other provision or provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the sole incorporator, being over the age of Twenty-one years, has signed this Certificate this 28th day of April , 1986.

WITNESS:

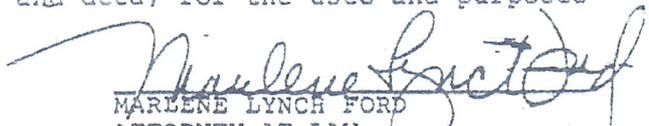

MARLENE LYNCH FORD


JOHN R. VOGEL, EXEC. VICE PRESIDENT

STATE OF NEW JERSEY:

COUNTY OF OCEAN:

BE IT REMEMBERED, that on this 28th day of April , 1986, before me, the subscriber, an Attorney of the State of New Jersey, personally appeared, John R. Vogel, who, I am satisfied, is the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.


MARLENE LYNCH FORD
ATTORNEY AT LAW
STATE OF NEW JERSEY

Recorded Amendments and Resolutions to the Declaration, Bylaws and Rules and Regulations

The Holiday Heights Homeowners Association, Inc. was certified a corporation in the State of New Jersey on April 28, 1986 and recorded on May 22, 1986.

The original Declaration of Covenants and Restrictions was filed by the Developer with the Ocean County Clerk on March 31, 1987 and recorded in Book 4531 at Page 0756.

The original Bylaws of the Holiday Heights Homeowners Association, Inc. were filed by the Developer with the Ocean County Clerk on March 31, 1987 and recorded in Book 4531, at Page 0756.

An Amendment to the Declaration of Covenants and Restrictions was filed on March 8, 1989 and recorded in Book 4742, at Page 0091.

An Amendment to the Declaration of Covenants and Restrictions was filed on September 18, 1998, and recorded in Book 5617, at Page 0791.

An Amendment to the Bylaws was filed on February 4, 2000, and recorded in Book 10028, at Page 1025.

An Amendment to the Bylaws was filed on January 6, 2003, and recorded in Book 11167, at Page 1782.

An Amendment to the Declaration of Covenants and Restrictions was filed on August 12, 2003, and recorded in Book 11603, at Page 0317.

An Amendment to the Bylaws was filed on May 29, 2003, and recorded in Book 11434, at Page 0162.

An Amendment to the Bylaws was recorded on October 28, 2003, in Book 11745, at Page 1011.

An Amendment to the Declaration of Covenants and Restrictions was filed on November 7, 2003, and recorded in Book 11764, at page 1400.

An Amendment to the Bylaws was filed on November 7, 2003 and recorded in Book 11764, at Page 1410.

An Amendment to the Bylaws was filed on September 1, 2006, and recorded in Book 13316, at Page 0120.

An Amendment to the Declaration of Covenants and Restrictions was filed on November 21, 2006, and recorded in Book 13419, at Page 1418.

An Amendment to revise the Declaration of Covenants and Restriction and the Bylaws was filed on October 2, 2012, and recorded in Book 15328, at Page 122.

A Resolution to the Declaration of Covenants and Restrictions was filed on July 22, 2016 and recorded in Book 16456, at Page 281.

A Resolution to the Rules and Regulations was filed on September 28, 2017, and recorded in Book 16884, at Page 1420.

A Resolution to the Rules and Regulations was filed on December 7, 2017, and recorded in Book 16971, at Page 352.

A Resolution to the Rules and Regulations was filed on May 10, 2018, and recorded in Book 17111, at Page 931.

A Resolution to the Declaration was filed on December 18, 2018, and recorded in Book 17333, at Page 1469.

A Resolution to the Bylaws of Holiday Heights Homeowners Corporation was filed August 13, 2019, and recorded in Book 17568, at Page 1163.

A Resolution to the Rules and Regulations was filed on August 20, 2021, and recorded in Book 18640, at Page 283.

A Resolution to the Rules and Regulations was filed on March 1, 2022, and was recorded in Book 18927, at Page 1918.

An Amendment to the Bylaws was filed on July 18, 2022, and recorded in Book 19102, at Page 797.

A Resolution to the Rules and Regulations was filed on December 6, 2022, and recorded in Book 19242, at Page 1486.

A Resolution to the Rules and Regulations was filed on April 25, 2023, and recorded in Book 19360, at Page 745.

An Amendment to the Declaration was filed on September 8, 2023, and is recorded in Book 19479, at Page 1794.

An Amendment to the Declaration was filed on June 25, 2024, and recorded in Book 19718, at Page 1450.



Holiday Heights
First Aid Squad

Holiday Heights Clubhouse
Pool, Tennis, Auditorium, Office
96 Prince Charles Dr.
732 244 8686