

BY-LAWS
THE BREAKERS HOMEOWNERS' ASSOCIATION

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AMENDED AND RESTATED
BY-LAWS
OF
THE BREAKERS HOMEOWNERS' ASSOCIATION
Approved February 2024

ARTICLE I - NATURE OF BY-LAWS

Purpose. These By-Laws are intended to govern the administration of The Breakers Homeowners Association hereinafter referred to as "Association", originally organized as a non-profit membership corporation under Title 15 of the Revised Statutes of New Jersey, together with the management, administration, utilization, and maintenance of the Lots described in the Declaration of Covenants and Restrictions for the Association, as amended (the "Declaration").

Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the Declaration are incorporated herein by reference.

Fiscal Year. The fiscal year of the Association shall be on a calendar year basis, or such other basis as the Board of Directors of the Association (the "Board") shall determine.

ARTICLE II- MEMBERSHIP AND VOTING RIGHTS

Membership. Every Unit Owner shall be a member of the Association, subject to the provisions of the Declaration and these By-Laws. Membership in the Association shall terminate when any Unit Owner shall cease to be the record Owner of a Unit.

Unit Owner Email Address. Every Unit Owner shall provide the Board with a single current email address for purposes of notices from the Board and online voting. Unit Owners shall promptly notify the Board of any change in such designated Unit Owner email address.

Change of Membership. Change of membership shall be accomplished by recording in the Office of the Clerk of Atlantic County, New Jersey a deed establishing record title to a Unit, and delivering to the Secretary of the Association a copy of such instrument or such other notice as reasonable to evidence the change in ownership of the Unit. The membership of the prior Unit Owner shall be thereby terminated.

Voting Rights. There shall be twenty-seven (27) votes in the Association. Each Unit shall have appurtenant to it one (1) vote.

If a Unit is owned by more than one (1) person or party, then those persons or parties shall designate one (1) such person or party to vote for the Unit. Such designation shall be in writing and shall be submitted to the Association. Voting on Association matters,

including the election of Directors, shall be anonymous according to procedures established by the Board from time-to-time.

Proxies and Absentee Ballots – In Person Meetings. Subject to the Board directing that all voting on a particular matter shall be via online internet service provider, proxies and absentee ballots shall be permitted with respect to in-person voting on all elections of Directors, and all amendments to the Declaration or these By-laws, or any other matter which is to come before an in-person meeting of the Unit Owners provided such voting is anonymous. All proxies shall be in writing, signed by all individual Unit Owners (or in the case of joint owners by any one of them), or by the Unit Owner(s) duly authorized representative(s) and duly delivered to the Secretary of the Association, or such other person as the President may designate, at least twenty-four (24) hours prior to the commencement of the meeting at which the ballots are to be cast. Proxies may be revoked at any time prior to the opening of the polls, and no proxy shall be voted on after eleven (11) months from its date unless said proxy provides for a longer period, not to exceed three (3) years from the date of execution. All proxies shall be substantially in the form prescribed by the Board from time to time and made available to the Unit Owners. Absentee ballots shall also be available in any vote where proxies are permitted and such absentee ballots shall be collected and counted in such a manner as to preserve the anonymity of the Unit Owner casting the vote.

Online Internet Service Provider Voting. In lieu of or in conjunction with other permitted forms of voting, the Board may designate voting on any matter, including the election of Directors, to be via an online internet service provider provided the Board determines that reasonable safeguards are in place via such online internet service provider to preserve the accuracy and anonymity of the Unit Owner voting.

Suspension of Membership and Voting Rights. The membership rights and voting rights of any Unit Owner may be suspended by action of the Board during the period when such Unit Owner's dues and/or assessments remain unpaid for 30 days or more after notice from the Board; but upon payment of such dues and/or assessments, such Unit Owner's rights and privileges and good standing status shall be automatically restored.

ARTICLE III - MEETINGS OF UNIT OWNERS

Place of In-Person Meeting. Any in-person meetings of the Unit Owners shall be held in Brigantine, New Jersey at such place as may be designated by the Board.

Video Conference Meetings. Any meeting of the Unit Owners may be held via online video conference platform selected by the Board and in accordance with meeting procedures established by the Board for purposes of such online video conference meeting.

Regular Annual Meetings. Regular annual meetings of the Unit Owners may be held at such date and time as shall be determined by the Board, but at least one (1) annual meeting shall be held each year.

Special Meetings. Special meetings of the Unit Owners may be called by the President whenever the President deems such a meeting advisable or shall be called by the Secretary when so ordered by the Board, or upon the written request of members representing not less than twenty-five (25%) percent of all votes entitled to be cast at such meetings. Such request shall state the purpose(s) of such meeting and the matters proposed to be acted upon. Notwithstanding the forgoing, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Unit Owners held during the preceding twelve (12) months unless Unit Owners representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting in writing.

Notice of Meeting. Except as otherwise provided by law, notice of each meeting of Unit Owners, whether annual or special, shall be given via email to the email address provided by each Unit Owner to the Board. Except where expressly required by law, no publication of any notice of meeting of Unit Owners shall be required although the Board may at its option post a notice of the meeting on the Association website. Every such notice shall state the time and place (or if applicable, video conference link) of the meeting and shall state briefly the purpose(s) thereof. Notice of any meeting of Unit Owners shall not be required to have been sent to any Unit Owners who attend such meeting whether in person, via video conference or by proxy.

Quorum. At any meeting of the Unit Owners, Unit Owners representing ownership of more than fifty (50%) percent, present in person, via video conference, or by proxy, shall constitute a quorum for the transaction of business, except where otherwise provided herein. In the event that a quorum is not present, the meeting shall be adjourned to a new meeting date established by the Board within 30 days of the originally scheduled date.

Organization. At each meeting of the Association, the President, or, in the President's absence, the Vice President, or in the absence of both, a Chairperson chosen by a majority vote of the Unit Owners present in person, via video conference or represented by proxy and entitled to vote thereat, shall act as a Chairperson, and the Secretary, or at the Secretary's absence, a person whom the Chairperson shall appoint, shall act as Secretary of the meeting.

Voting. Except as otherwise required by these By-Laws, the Declaration or any applicable law (e.g., for amendment of these By-Laws), a quorum being present, a majority of the votes in person, via online voting or by proxy shall be sufficient on those matters which are to be voted on by all the Unit Owners .

Judges – In Person Meetings. If at any in-person meeting of the Unit Owners a vote by ballot shall be taken on any question, the Chairperson of such meeting shall appoint two judges to act thereat with respect to such vote. Each judge so appointed shall first subscribe to an oath faithfully to execute the duties of a judge at such meeting with strict impartiality and according to the best of his / her ability. Such judges shall decide the qualifications of voters and shall report the number of votes represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and when the voting is completed, shall ascertain and report the number of votes respectively for and against the question. Reports of judges shall be in writing and subscribed to and delivered by them to the Secretary of the meeting. The judges need not, be members of the Association, and any officer of the Association may be a judge on any question other than a vote for or against his or her election to any position with the Association or any other question in which such officer may be directly interested.

Order of Business. The order of business at the annual meeting of the Unit Owners or at any special meetings, whether in person or online, as far as practicable shall be:

- (a) Calling on the roll and certifying the proxies.
- (b) Proof of notice of meeting and waiver at notice.
- (c) Reading and disposal of any unapproved minutes,
- (d) Appointment of judges of election, if appropriate.
- (e) Announcement as to results of online Election of Board, if appropriate.
- (f) Receiving reports of officers.
- (g) Receiving reports of committees.
- (h) Old business.
- (i) New business.
- (j) Adjournment.

Roberts Rules of Order will cover any phase of the Association meeting not specifically covered by the By-Laws or other Association governing documents.

ARTICLE IV - BOARD OF DIRECTORS

Express and Implied Powers and Duties; Delegation Thereof. The property, affairs and business of the Association shall be managed by the Board, which shall have all those powers granted to it by applicable law, the Declaration and these By-Laws.

Number and Qualification. The Association Board shall consist of five (5) members. Only Unit Owners in good standing as to payment of all dues are eligible for election to the Board. Not more than one resident from a single Unit shall serve on the Board simultaneously with another resident of the same Unit.

Election and Term of Board. Each Unit Owner shall vote in accordance with the provisions of these By-Laws and the voting procedures established by the Board for each position to be filled on the Board.

The number of positions open on the Board shall be divided by two (2), and two (2) groups will be formed, Group A and Group B. If an odd number of positions are open, the greater number will be in Group A. Group A shall be elected to a two (2) year term and Group B shall be elected for a one (1) year term. The successful candidates receiving the higher number of votes shall be placed in Group A and elected for a two (2) year term. Successful candidates receiving a lower number of votes will be in Group B, elected for a one (1) year term. The purpose of this provision is to ensure that there will always be some experienced members remaining on the Board.

In the event of a tie vote, the Board will cause a run off election to be held.

No Director shall be elected to more than 3 consecutive terms of office on the Board (regardless of whether or not those terms are 2 years or 1 year). After sitting out at least one annual election, the ineligible Director shall again be eligible to run for the Board. For purposes of this term limitation, co-owners of the same Unit as the ineligible Director shall be subject to the same restriction as the ineligible Director.

Removal of Members of the Board. At any duly held regular or special meetings of the Unit Owners, any one or more of the Directors may be removed with "cause" by a majority of the Unit Owners, and a successor may then or thereafter be elected to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard regarding the alleged cause for removal.

For purposes hereof, "cause" shall mean a finding by a majority of the Unit Owners of (a) the willful and intentional failure of the Director to perform his or her assigned duties, dishonesty, gross negligence or misconduct, or (b) the conviction of the Director of, or the entry of a pleading of guilty or nolo contendere by the Director to, any crime involving moral turpitude or any felony. For purposes hereof, no act, or failure to act, on the Director's part shall be deemed "willful" unless it was done, or omitted to be done, by the Director not in good faith and without reasonable belief that the Director's action or omission was in the best interest of the Association.

Vacancies. Vacancies in the Board caused by any reason other than (i) ineligibility to serve as a Director (see Number and Qualification above), or (ii) removal of a Director by a vote of the Unit Owners, shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board held for that purpose after the occurrence of such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a Director for the remainder of preceding Director's term and until such Director's successor shall be elected. In the event of a tie, the vacancy will not be filled until the tie is broken by the Board or until the next Unit Owner meeting.

Meeting of the Board; Notice; Waiver of Notice. All meetings of the Board where a binding vote of the Board is to be taken shall be open to attendance by all Unit Owners. The Board may at its discretion hold a closed session meeting to discuss one or more

issues but no binding vote shall be taken on the issue(s) discussed in a closed session meeting.

A binding vote is a vote made with a quorum of the Board members present. The Board shall provide a brief explanation of the basis for and cost entailed in the matter that is the subject of any binding vote and include the explanation in the minutes for the meeting. The Board may adopt a policy for comments by Unit Owners during meetings and any policy shall be applied consistently.

The first meeting of the Board following the annual meeting of the Unit Owners shall be held within 5 days thereafter, at such time and place or via video conference as shall be fixed by the Board. Thereafter, regular meetings of the Board may be held at such time and place (or via video conference) as shall be determined from time to time by a majority of the Board, but at least four (4) meetings shall be held each year. Notice of the regular or adjourned meetings of the Board shall be given to each Director by email at least three (3) business days prior to the day of the meeting. Special meetings of the Board may be called by the President and held via video conference on three (3) business days' notice given to each Director by email, which notice shall state the time, video conference link and purposes of the meeting. Any Director may, at any time, waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by Directors at any meeting of the Board shall constitute a waiver of notice by the Director thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Quorum and Adjourned Meetings. At the meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business; and the vote of a majority of the Directors present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board there shall be less than a quorum present, the meeting shall be adjourned to a new date. At any such adjourned meeting, provided a quorum is present, any business may be transacted which was to have been transacted at the original meeting. The vote of a majority of those present at a Board meeting, provided a quorum is present, shall be necessary for valid action by the Board.

Joinder in Meetings by Approval of Minutes. The transaction of any business at any meeting of the Board however called and notice of wherever held, shall be valid as though a meeting duly held after regular call and notice, if a quorum is present; and either before or after the meeting all the Directors sign a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof or of the resolution or act adopted at such meeting. All such waivers, consents or approvals shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

Non-Waiver. All the rights, duties and privileges of the Board shall be deemed to be

continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

Conflict of Interest. If a Director becomes aware of any actual or potential conflict of interest on any matter before the Board pursuant to the Dispute Resolution provisions of these By-Laws (a "Conflict"), the Director will promptly inform the Board of such Conflict. The Director will recuse himself / herself from any discussion or voting involving a Conflict of which she / he is aware. Examples of Conflict include but shall not be limited to (i) application by a Director to the Board for a Lot or exterior Unit modification to the Director's property; and (ii) being a direct next-door neighbor of any Unit Owner applicant to the Board for a Lot or exterior Unit modification.

In addition to self-recusal as provided above, a majority of the remaining Directors shall have the authority to declare a Conflict and exclude a Director from participation in any particular matter before the Board for just cause as determined by such majority of remaining Directors.

ARTICLE V - POWERS AND DUTIES OF BOARD OF DIRECTORS

General Powers and Privileges. The Board shall have the following powers:

- (a) To employ legal counsel and to obtain advice from persons, firms or corporations such as, but not limited to, landscape architects, insurance agents, recreation experts, architects, planners, and accountants; and
- (b) To maintain businesslike relations with Unit Owners and to secure full performance by such Unit Owners or occupants of all such items and maintenance for which they are responsible; and
- (c) To enforce obligations of the Unit Owners and do anything and everything else necessary and proper for the sound management of the Association, including the right to bring lawsuits to enforce the terms, conditions and restrictions contained in the Declaration and these By-Laws.

ARTICLE VI - FISCAL MANAGEMENT

Annual Assessments. The Board shall have the duty to collect from each Unit Owner, his, her or their heirs, administrators, successors and assigns, a proportionate part of the Annual Assessment assessed against such Unit Owner as provided in the Declaration, these By-Laws, and in accordance with applicable law.

Determination of Annual Assessments. The amount of monies for common expenses deemed necessary by the Board and the manner of expenditure thereof, including but

not limited to the allocation thereof, shall be in an amount as originally provided in the Declaration and as changed from time to time by the Unit Owners in accordance with the Declaration.

Disbursements. The Board shall take the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by the Declaration, these By-Laws and applicable law.

Depositories. The depository of the Association shall be at such a bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be according to such procedures as authorized by the Board.

Reserves. The Board shall not be obligated to expend all of the revenues collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements, emergencies, contingencies of bad weather, or uncollected accounts. Reserves shall be maintained in such accounts or investments as directed by the Board from time to time.

Notice. The Board shall give notice to each Unit Owner, in writing, and to any Unit mortgagee that notifies the Board that it requires same, of the amount estimated by the Board for the annual assessment for the next ensuing period, directed to the Unit Owner at his or her last known address by email, ordinary mail, or by hand delivery. Said notice shall be conclusively presumed to have been made in the amount of the last prior year's assessment, and monthly installments on such assessment shall be due and upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency which cannot be met by reserve funds earmarked for such contingency.

The Board shall, upon the request of any Unit Owner or of any mortgagee, furnish to such Unit Owner or mortgagee, an email from the Treasurer or the President setting forth whether assessments for such Unit have been paid in full and if such assessments have not been paid in full, a statement as to the delinquent amount due. Such email shall constitute conclusive evidence of the payment of the assessments therein stated to have been paid.

Acceleration of Assessment Installment Upon Default. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate the remaining installments of the assessment for the remaining term of the annual assessment, upon notice to the Unit Owner, and the then unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than five (5) days after the emailing of such notice to the Unit Owner. Notice shall also be mailed to the mortgagee of record, if such mortgagee has previously provided

written notice to the Board requesting that such notice of default also be sent to the mortgagee.

Interest and Counsel Fees. The Board at its option shall have the right in connection with the collection of any assessment, or other charge, to impose a late charge up to the legal maximum if such payment is made after the due date of the assessment. In the event that the Board effectuates collection of said charges by resort to legal counsel, the Board may add to the aforesaid charge or charges reasonable attorneys' fees.

Examination of Books. Each Unit Owner shall be permitted to examine the books of account of the Board at a reasonable time on business days; provided, however, that the Treasurer has been given at least ten (10) days prior written notice of the Unit Owner's desire to make such an examination.

ARTICLE VII - OFFICERS

Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer who shall all be members of the Board. The Board may also appoint such other Assistant Treasurers and Assistant Secretaries as in their judgment may be necessary or convenient. Any two (2) offices, except that of President and Vice President, may be held by one (1) person.

Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first Board meeting following each annual meeting of Unit Owners, and such officers shall hold office at the pleasure of the Board.

Duties and Responsibilities of Officers.

(a) President The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including but not limited to the power to appoint committees from among the members of the Association from time to time as the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act due to Conflict or otherwise. If neither the President nor the Vice President is able to act, the Board shall appoint some other Director to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon the Vice President by the Board.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Unit Owners; the Secretary shall have charge of such

books and papers as the Board may direct; and the Secretary shall, in general, perform all the duties incident to the office of the Secretary.

(d) Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the same, and to the credit of the Association in such depositories as may from time to time be authorized by the Board.

Other Duties and Powers. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

Eligibility of Directors. Nothing herein contained shall prohibit a Director elected by the Unit Owners from being an officer appointed by the Board.

ARTICLE VIII - COMPENSATION AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Compensation. No compensation shall be paid to any Director for acting as an officer or Director. Nothing herein stated shall prevent any officer or Director from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association.

Indemnification. Each Director and officer of the Association, and their delegatee, shall be indemnified by the Association against the actual amount of net loss including counsel fees, reasonably incurred by or imposed upon such Director or officer in connection with any action, suit or proceeding to which such Director or officer may be made a party by reason of being or having been a Director or officer of the Association, except as to matters as to which the Director or officer shall be finally found in such action to be liable for gross negligence or willful misconduct.

Exculpability. Neither the Board as a body nor any Director nor any officer of the Association, nor the delegees or appointees or any of them, shall be personally liable to any member in any respect for any action or lack of action rising out of the execution of the duties of his or her office in the absence of a showing of bad faith, and each Unit Owner shall be bound by the good faith actions of the Board and officers of the Association in the execution of the duties of Directors and officers.

ARTICLE IX- DISPUTE RESOLUTION AND ENFORCEMENT

Dispute Resolution. Any dispute between the Association, acting through the Board, and one or more Unit Owners shall be addressed in accordance with the following provisions of this Section prior to the matter being taken to court by any party to such dispute.

Option 1. If the Unit Owners involved in the dispute and the Board all agree, the following procedure shall be used:

The mediation procedures set forth by the NJ Community Associations Institute at <https://cainj.org/adr-mediation> shall be used. The parties are also free to mutually agree on a different commercial ADR mediation provider such as the American Arbitration Association or the New Jersey Mediation Board. If this option is selected by all the parties to the dispute, all costs of such mediation shall be shared equally by the parties.

In the event that the Board is not willing to agree to use this mediation option but the Unit Owners involved in the dispute are willing to pay all the costs of such mediation option, then this Option shall be used for the mediation with the involved Unit Owners selecting the mediation service provider and the involved Unit Owners paying all the costs charged by the mediation service provider.

Option 2. If the Unit Owners involved in the dispute and the Board do not all agree on the procedure set forth in Option 1, and the Unit Owners are not willing to pay all the costs charged by the mediation service provider, the following procedure shall be used:

The dispute shall be heard before a panel of three arbitrators, one of whom shall be selected by the Board on behalf of the Association, the second of whom shall be selected by the Unit Owners(s) involved in the dispute and third of whom shall be selected by the other two arbitrators. None of the arbitrators shall be Board members. The selected arbitrators shall not be personally involved in the dispute and may or may not be Unit Owners. The arbitrators shall require that each of the parties to the dispute submit their respective positions in writing within 10 days of the 3 arbitrators' selection to the panel. The arbitrators may at their discretion choose to have an in person hearing or video conference hearing where the parties can explain their positions and answer questions from the panel. The arbitrators shall render their decision in writing within 30 days after the deadline for the parties' submission of their respective positions in the dispute to the panel. Any party not satisfied with the panel's decision may take the matter to court in accordance with New Jersey law.

Disputes strictly between Unit Owners that do not involve the Association may, at the mutual election of the disputing Unit Owners, be addressed in accordance with either of the following options prior to the parties seeking resolution in accordance with New Jersey law.

Option 1. The mediation procedures set forth by the NJ Community Associations Institute at <https://cainj.org/adr-mediation> shall be used. The parties are also free to mutually agree on a different commercial ADR mediation provider such as the American Arbitration Association or the New Jersey Mediation Board. If this option is selected by

all the parties to the dispute, all costs of such mediation shall be shared equally by the parties.

Option 2. If the Unit Owners involved in the dispute do not all agree, the following suggested procedure may be used:

The dispute shall be heard before a panel of three arbitrators, one of whom shall be selected by each of the disputing parties and the third of whom shall be selected by the other two arbitrators. The selected arbitrators shall not be personally involved in the dispute and may or may not be Unit Owners. The arbitrators shall require that each of the parties to the dispute submit their respective positions in writing within 10 days of the 3 arbitrators' selection to the panel. The arbitrators may at their discretion choose to have an in person hearing or video conference hearing where the parties can explain their positions and answer questions from the panel. The arbitrators shall render their decision in writing within 30 days after the deadline for the parties' submission of their respective positions in the dispute to the panel.

Any party not satisfied with the results of the above alternate dispute procedure may take the matter to court in accordance with New Jersey law.

Enforcement. The Association shall have the power, at its sole option, to enforce the Declaration and the terms of these By-Laws, by any or all the following:

- sending notice to the offending party to cause certain things to be done or undone;
- restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof;
- complain to the duly constituted authorities, or by taking any other action before any court, summary or otherwise, as may be provided by law.

Any attorneys' fees incurred by the Association by reason of enforcement of the Declaration or these By-laws shall be charged to the applicable breaching Unit Owner(s). Collection of the attorneys' fees may be enforced against the Unit Owner(s) involved as if the attorneys' fees were a common expense owed by the particular Unit Owner(s).

In the event of any litigation between the Association and Unit Owners after exhaustion of the foregoing dispute resolution proceedings, the Court shall have the power at its discretion to also award attorneys' fees to the prevailing party as determined by the Court.

Fines. If permitted by applicable law, the Association shall also have the power to levy fines against any Unit Owner(a) for violation(s) of any provision contained in the Declaration or these By-Laws, except that no fine may be levied for more than \$100.00 for any one violation; but for each day a violation continues after at least 30 days' notice

it shall be considered a separate violation. Collection of the fines may be enforced against the Unit Owner(s) involved as if the fine were a common expense owed by the Unit Owner(s).

Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE X - AMENDMENTS

These By-Laws, or any of them, may be altered or repealed at any meeting of the Unit Owners duly constituted for such purpose, a quorum being present, by an affirmative vote of at least two-thirds (2/3) of the total votes entitled to be cast.

Notice of the Unit Owner meeting to amend the By-Laws shall be provided to all Unit Owners at least 14 days prior to the date of the meeting. Such notice shall prominently state that it is for a proposed amendment to the By-Laws and include a copy of the proposed language. The amendment shall be drafted in clear language and in a manner that is consistent with the By-Laws and applicable law. The amendment shall be delivered in accordance with the notice provisions of these By-Laws together with the notice of the meeting at least 14 days prior to the meeting.

The notice of the Unit Owner meeting may include an absentee ballot with instructions for returning the ballot. If a proxy ballot procedure is being used for the meeting, an absentee ballot shall also be included. The instructions shall allow return of the proxy or absentee ballot by facsimile or electronic means provided that such return protects the anonymity of the voter. All ballots received at least one business day prior to the meeting shall be timely.

If an insufficient number of ballots or proxies are received at the special meeting to determine whether the proposed amendment has been approved or rejected, then the meeting shall be adjourned to a future date established by the Board. The period between the original special meeting and the next special meeting for the amendments to the By-Laws shall not be longer than 11 months from the date the notice of the original meeting was sent. If the proxies or ballots received prior to the extension date are valid under the By-Laws, then they remain valid for the adjourned special meeting.

When an amendment is approved, a copy shall be provided to all Unit Owners and the Board shall cause the amendment to be recorded in the Atlantic County, New Jersey Clerk's office.

The Board shall not amend the By-Laws without a vote open to all Unit Owners as detailed above.

ARTICLE XI - MISCELLANEOUS

Association Membership List. The Association is required to keep an updated list of all members in the Association and a list of all mortgagees that provide the Association with notice of such mortgagee's lien on a Unit. This list will contain the names, addresses, email addresses and telephone numbers of the Unit Owners and such mortgagees. The purpose of this list is to allow the Association to give notice to the Unit Owners and mortgagees as required by the By-Laws or applicable law.

ARTICLE XII - CONFLICT: INVALIDITY

Conflict. Anything to the contrary herein notwithstanding, if any provision of this instrument is in conflict with the Declaration, or with the requirements of any applicable law, then the requirements of said Declaration or applicable law shall be deemed controlling with priority given to applicable law.

Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or affect the balance of the By-Laws.

ARTICLE XIII - NOTICE

Any notice required to be sent to any Unit Owner under the provisions of the Declaration or Articles of Incorporation or these By-Laws shall be deemed to have been properly sent and notice hereby given, when emailed to the Unit Owner at the last known email address of the Unit Owner as set forth in the records of the Association at the time of such notice. Notice to one of two or more co-owners of a Unit shall constitute notice to all co-owners. It shall be the obligation of every Unit Owner to immediately notify the Secretary of the Association in writing of any change of email address. It shall also be the obligation of every Unit Owner if there are multiple owners of a Unit to provide written notice to the Board as to the designated contact person for purposes of notices to such multiple Unit Owners. In the absence of such written notice to the Board of a designated contact person, the Board may email notices to any of the Unit Owners at the last known email address of a Unit Owner as set forth in the records of the Association at the time of such notice.