



**Ocean County
Document Summary Sheet**

DEED AGREEMENT	Type		DEED AGREEMENT			
	Consideration					
	Submitted By		MCGOVERN LEGAL SERVICES, LLC			
	Document Date		12/15/2025			
	Reference Info					
	Book ID		Book	Beginning Page	Instrument No.	Recorded/File Date
	GRANTOR		Name		Address	
			LIONS HEAD SOUTH ASSOCIATION, INC.		250 LIONS HEAD BOULEVARD SOUTH, BRICK, NJ 08723	
	GRANTEE		Name		Address	
			LIONS HEAD SOUTH ASSOCIATION, INC.		250 LIONS HEAD BOULEVARD SOUTH, BRICK, NJ 08723	
	Parcel Info					
	Property Type		Tax Dist.	Block	Lot	Qualifier

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**LIONS HEAD SOUTH ASSOCIATION, INC.
POLICY RESOLUTION
AMENDED AND CONSOLIDATED BY-LAWS**

WHEREAS, this resolution (the "Resolution") is made on this 15th day of December 2025, by Lions Head South Association, Inc., (the "Association"), a non-profit corporation of the State of New Jersey located in Brick, New Jersey, by and through its Board of Trustees (the "Board") and its members; and

WHEREAS, the Association was created by, among other things, the recording of a Declaration of Covenants and Restrictions (the "Declaration") in the Ocean County Clerk's Office on October 18, 1982, in Book 4085, at Page 108 et seq., and the recording of By-Laws in the Ocean County Clerk's Office on _____, in Book _____, at Page _____ et seq., (collectively, the Declaration and By-Laws are hereinafter referred to as the "Governing Documents"), all as amended from time to time; and

WHEREAS, the Planned Real Estate Development Full Disclosure Act (PREDFDA) (N.J.S.A. 45:22A-21, et seq.) provides that "... an executive board may amend the bylaws under the following circumstances:... (b) after providing notice to all association members of the proposed amendment, which notice shall include a ballot to reject the proposed amendment. Other than an amendment to render the bylaws consistent with State, federal, or local law, if at least 10 percent of association members vote to reject the amendment within 30 days of its mailing, the amendment shall be deemed defeated" (N.J.S.A. 46.d(5)); and

WHEREAS, at a duly noticed open meeting of the Board, held on the 13th day of October, 2025, a quorum being present, a majority of the Trustees voted to amend the By-Laws in its entirety and consolidate all provisions of the By-Laws into one document (the "Amended and Consolidated By-Laws"); and

WHEREAS, the Board presented the Amended and Consolidated By-Laws to the Association's members pursuant to N.J.S.A. 45:22A-46.d(5)(b) via a mailing sent on October 27, 2025; and

WHEREAS, after waiting the required thirty (30) days, less than ten (10%) percent of the Association's members voted to reject the Amended and Consolidated By-Laws¹; and

NOW, THEREFORE, IT IS RESOLVED THAT:

1. The Amended and Consolidated By-Laws, as revised in accordance with the footnote, is attached hereto as Exhibit A, is hereby adopted and shall be recorded in the Ocean County Clerk's Office.
2. The Amended and Consolidated By-Laws attached hereto as Exhibit A shall supersede and replace, in its entirety, the By-Laws previously recorded with the County Clerk and all amendments thereto.

¹ The members voted to reject the Board's amendments in Article III, Section 6, Article VII, Section 1, Article VII, Section 4, Article VII, Section 6 and Article VIII, Section 2. Therefore, the version of the Amended and Consolidated By-Laws that was mailed to the members on 10/27, 2025 has been revised to the extent necessary to revert the language in the aforesaid Sections back to the language that existed prior to the Board vote held on 10/13, 2025.

3. Any provision(s) in the By-Laws previously recorded with the County Clerk or any amendments previously recorded thereto that are not restated and/or incorporated into the Amended and Consolidated By-Laws attached hereto as Exhibit A, shall be deemed to no longer be of any force or effect.
4. In the event any provision of the Amended and Consolidated By-Laws is deemed unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
5. Notwithstanding the full execution of this Resolution, the Amended and Consolidated By-Laws shall not take effect until this Resolution is recorded in the Ocean County Clerk's Office.

EXHIBIT

A

LIONS HEAD SOUTH
ASSOCIATION, INC.



BY-LAWS

12/15/25

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Amended and Consolidated By-Laws of Lions Head South Association

ARTICLE I APPLICABILITY, MEMBERSHIP AND DEFINITIONS

Section 1. PURPOSE

These By-Laws are intended to govern the administration of The Lions Head South Association, hereafter referred to as the "Association", a non-profit corporation of the State of New Jersey, and to provide for the management, administration, utilization and maintenance of the Properties.

Each Owner and/or resident of a Lot/Living Unit shall comply with and assume ownership and/or occupancy subject to the laws, rules and regulations of governmental authorities having jurisdiction over the Association, and the provisions of the Declaration of Covenants and Restrictions (the "Declaration"), these By-Laws and any rules and regulation promulgated pursuant thereto.

The principal office of the Association shall be at 250 Lions Head Boulevard South, Brick, New Jersey 08723, or at such other suitable or convenient place as may be designated by the Board of Trustees.

Section 2. PARTICIPATION FEE

Upon acquisition of title to a Lot/Living Unit, the purchaser/transferee shall, at the time of closing, be required to pay a Participation Fee established and amended from time to time by the Board of Trustees. Under no circumstance shall the Participation Fee exceed the statutory maximum as may be amended from time to time. (As of the date of passage of these By-Laws, the statutory maximum is nine times the amount of the monthly maintenance assessment for the Lot/Living Unit at the time of closing.) The Participation Fee shall be non-refundable and non-assignable, as the Association intends for each new Owner to pay the Participation Fee regardless of how many times a Lot/Living Unit may be conveyed. If an Owner purchases more than one (1) Lot/Living Unit, said Owner shall be liable for the Participation Fee for each and every Lot/Living Unit purchased.

No Owner acquiring title to a Lot/Living Unit shall be entitled to any rights or privileges of membership in the Association, including the right to vote on Association matters, until he, she or it pays the Participation Fee. The Participation Fee shall be treated as part of the annual maintenance assessment and the Association may collect the Participation Fee via any and all of the Association's rights and remedies with regard to unpaid annual maintenance assessments.

The Participation Fee shall not be deemed a prepayment of the monthly installments of the annual maintenance assessment attributed to a Lot/Living Unit.

Section 3. DEFINITIONS

Unless the content clearly indicated otherwise, all definitions set forth in the Declaration are incorporated herein by reference.

ARTICLE II
MEMBERSHIP, VOTING RIGHTS AND MEETINGS

Section 1. MEMBERSHIP, AGE RESTRICTIONS and MEMBERSHIP RIGHTS

Every person, firm, association, corporation or other legal entity who is a record owner or co-owner of a fee simple title to any Lot or Living Unit which is subject to the Declaration shall be a member of the Association, provided that any such person, firm, association, corporation or other legal entity who holds such title or interest merely as a security for the performance of an obligation shall not be a member of the Association. Each Lot/Living Unit must be occupied by at least one person fifty-five (55) years of age or older; however, this Section shall in no way restrict membership to persons fifty-five (55) years of age or older. It is the intent of this Section that no member shall occupy a Lot/Living Unit until he, she or it meets the age qualifications for the Lot/Living Unit. The inability of any member to occupy the Lot/Living Unit for failure to meet the age qualifications or otherwise, shall not, in any way, serve to exempt the member from his, her or its obligations to pay annual maintenance assessments and other charges to the Association. It is intended that these articles shall in no way limit or deprive any member of the Association or prospective member of his, her or its rights, privileges or immunities as provided under the Constitution of the United States and of New Jersey, and of any written or common law.

- A) In the event that an Owner of a Lot or Living Unit dies testate or intestate leaving as heir(s) a person or persons who do not meet the aforesaid age qualifications, these restrictions shall in no way restrict ownership of said heir(s), provided, however, that said heir(s) shall not occupy said Lot/Living Unit until he or she meets the age requirements of the Association. This shall in no way preclude the right of the heir(s) to lease the said premises or to grant occupancy as a resident to his or her invitee or guest; provided, however, that in each instance, such guest, invitee, occupant or lessee must first meet the age requirements of the Association. The inability of any heir(s) to occupy the Lot/Living Unit for whatsoever reason, shall not in any way serve to exempt him or her of his or her obligation to pay the Participation Fee, the annual maintenance assessment and/or other charges.
- B) In the event a member leases his, her or its Lot/Living Unit, the tenant of the Lot/Living Unit shall be entitled to use any of the Common Properties and Facilities located on the Properties or otherwise available to use by all members; provided, however, that the tenant's right to use the Common Properties and Facilities shall be deemed an assignment of the member's right to use the Common Properties and Facilities and shall preclude the non-occupant member from also using the Common Properties and Facilities. Any suspension of membership rights imposed against the member shall also suspend the tenant's rights to use the Common Properties and Facilities.
- C) The Owner or Owners of a Lot or Living Unit by acceptance of the Deed conveying ownership accepts said instrument subject to the right of the grantor, its successors and assigns, and the Association to redeem any tax sale certificate or assignment thereof issued by the municipality and to acquire by reason of such redemption any and all rights accruing thereby in conformity with provision N.J.S. 54:5-54, any conveyance or alienation by the grantee, his heirs, successors, administrators and assigns, to the contrary notwithstanding.

Section 2. VOTING RIGHTS

The Association shall have the following voting membership: All members in "Good Standing", shall be entitled to one vote for each Lot or Living Unit in which they hold the interest required for membership.

Solely with respect to eligibility to (i) vote in Board of Trustee elections; (ii) vote to amend these By-Laws; and (iii) nominate or run for any membership position on the Board, the term "Good Standing" shall mean an Association member who is current on the payment of maintenance assessments, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed, and which Association member has not failed to satisfy a judgement for maintenance assessments, late fees, interest on unpaid assessments, legal fees or other charges lawfully assessed. For the three purposes described above, an Association member is in good standing if he, she or it is in full compliance with a settlement agreement with respect to the payment of maintenance assessments, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed, or the Association member has a pending, unresolved dispute concerning charges assessed which dispute has been initiated through a valid alternative to litigation pursuant to N.J.S.A. 45:22A-44 or through a pertinent court action.

For all other purposes, including suspension of membership rights, a member shall be deemed to be in "Good Standing" only if the member has fully paid all maintenance assessments, late fees, interest on unpaid assessments, legal fees and all other charges lawfully assessed including fines.

The record date for determining which Association members are entitled to vote shall be thirty (30) days prior to the member's meeting or other event in which a vote is to be taken except that, with regards to elections to the Board, members shall be allowed to rectify their standing up until five (5) business days prior to the election.

When more than one person holds title to any Lot or Living Unit, their vote shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Section 3. VOTING BY THE MEMBERSHIP

Votes may be cast in person, by proxy, or by ballot (whether paper, electronic or otherwise). In addition, at the discretion of the Board, any question subject to a vote of the members may be voted upon electronically. If the Board determines to allow members to vote electronically, the format shall be chosen by the Board, and, if required by law, administered by a neutral third party with anonymity maintained. Proxy voting shall be permitted only when voting is conducted at a meeting. Whenever proxy voting is permitted, absentee ballots shall be provided to the members. The form of the proxy and ballot shall be in a form approved by the Board of Trustees in advance of any vote and such forms shall be available to any member upon request.

Only members who are in Good Standing as of the record date set forth in Section 2 of this Article, shall be entitled to vote. A majority in interest of all members in Good Standing shall be sufficient on those questions submitted to a vote of the membership unless a different percentage is otherwise required by the Declaration, these By-Laws or by law.

The Board, in lieu of calling a membership meeting, may submit any question or election to a vote of the membership by a ballot by mail.

In order to conduct a ballot by mail for a question submitted to a vote of the membership, the Board shall serve a notice upon all members which shall (i) state with specificity in terms of motion(s) the question(s) upon which the vote is to be taken; (ii) state the date by which ballots must be received in order to be counted; (iii) provide an official ballot for the purpose of the vote; and (iv) state the date upon which the action contemplated by the motion(s) shall be effective, which date shall not be less than ten (10) days after the date ballots must be received.

In order to conduct a ballot by mail for an election, the Board shall serve a notice upon all members which shall (i) provide an official ballot for the purpose of the election; and (ii) state the date by which the ballot must be received in order to be counted.

Section 4. QUORUM

- A. Membership Meetings: The presence of members representing 100 Lots/Living Units in person, by ballot (whether paper, electronic or otherwise) or by proxy shall constitute a quorum of the members. If a quorum is not forthcoming, a majority of the votes may adjourn the meeting and/or vote from time to time, until a quorum shall be present or represented. All ballots submitted by the original deadline, in whatever form, shall be countable at any adjournment thereof.
- B. Meetings of the Board: At all meetings of the Board, a majority of the Trustees shall constitute a quorum for the transaction of business and the votes of a majority of the Trustees present and voting at such meeting at which a quorum is present shall constitute a valid decision.

Section 5. MEETINGS

There shall be three types of meetings: Meetings of the Board of Trustees, Membership Meetings and Resident Informational Meetings.

- A. Meetings of the Board of Trustees. There are three types of meetings of the Board of Trustees:
 - 1. Open Board Meetings, which shall be held at least once a month. These meetings shall be open to the Association members. The Board may adopt a policy for comment by Association members during Open Board Meetings and the policy shall be applied uniformly.
 - 2. Closed Board Meetings at which the Board may exclude attendance of Association members to deal with: (i) matters in which the disclosure would constitute an unwarranted invasion of privacy; (ii) pending or anticipated litigation and contract negotiations; (iii) matters of employment, promotion, discipline or dismissal of a specific employee or officer of the Association; and (iv) those falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his or her ethical duties as a lawyer.
 - 3. Workshop meetings in which no binding votes are taken.

Within seven (7) days following the annual Membership Meeting as described below, the Association shall post, and maintain posted throughout the year, an Open Board Meeting schedule. The schedule shall contain the time, date and location of each Open Board Meeting. Any changes to the posted schedule shall be made at least seven (7) days prior to the scheduled

date for the meeting and shall be posted and maintained in the same manner as the original schedule.

In addition to the posted schedule, adequate notice of at least seven (7) days prior to any Open Board Meeting shall be given to all Association members. The Open Board Meeting schedule and the notice of any Open Board Meeting shall be provided as follows:

- i. The notice shall be prominently posted in at least one place on the property that is accessible to all members at all times;
- ii. The notice shall be posted on the Association's website and included in the Pride; or
- iii. The notice shall be personally provided to each Association member or designee by mail, hand-delivery, or electronic means.

The aforesaid notice shall be maintained for a period of two years and shall include the time, date and location of the meeting as well as the agenda items, to the extent known.

- B. Membership Meetings. There shall be two types of Membership Meetings:
1. The Annual Meeting; and
 2. Special Meetings.

Membership Meetings, or any part thereof, may be held by means of remote communication to the extent the Board authorizes and adopts guidelines and procedures governing such a meeting. Otherwise, the Membership Meetings shall be held at the Lions Head South Clubhouse or at such other place convenient to the membership as designated by the Board of Trustees.

The Annual Meeting shall take place in November of each year.

The President of the Association shall, if directed by a majority of the Board of Trustees, call a Special Meeting of the Members. In the event that members representing 100 Lots/Living Units in Good Standing petition the Board of Trustees to call a Special Meeting, the President shall be required to call said meeting. At such a Special Meeting of the Members only the business for which the meeting is called shall be transacted.

- C. Resident Informational Meetings: Resident Informational Meetings shall be open to the Association members and may be called at any time at the discretion of the Board of Trustees. The purpose of these meetings is to converse on important topics, provide the members with a chance to ask questions of the Board of Trustees and get up-dates from the Standing Committees. No votes shall be taken at these Resident Informational Meetings. Examples of the types of Resident Informational Meetings that the Board may call include an approved budget presentation in December and a meet the candidates night during the Board election process.

Section 6. NOTICE OF MEMBERSHIP MEETINGS

For all Membership Meetings other than the Annual Meeting, notice shall be given to each Owner not less than fourteen (14) days, nor more than sixty (60) days before the day on which the meeting is to be held.

Every meeting notice shall state the time, place and purpose(s) of the meeting including the matters proposed to be acted upon.

ARTICLE III
BOARD OF TRUSTEES

OPENING

The affairs of the Association shall be governed by the Board of Trustees, except as otherwise provided in the Declaration and the Certificate of Incorporation. The Board shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the Association.

Fidelity bonds shall be required by the Board for all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board in its sole discretion. The premium of such bonds shall be paid for by the Association.

Section 1. TRUSTEE GUIDELINES

Immediately upon election and/or appointment to the Board of Trustees, each elected and/or appointed Board member shall sign an acknowledgement of understanding and agreement to abide by then current Code of Conduct, if any, which may be amended from time to time.

No Trustee shall take any independent action on any Association matter without prior approval of the majority of the Board of Trustees.

No Trustee shall have any power or authority to bind the Association by any contract or agreement or to pledge its credit or to render it liable for any payment except when so authorized by the majority of the Board of Trustees.

Trustees shall not accept kickbacks or gratuities from any person or entity doing business with or seeking to do business with Lions Head South Association. Occasions that promote a business advantage to the Association may be attended with the approval of a majority of the Trustees. A vote shall be taken by the Trustees and the members notified in advance of the event.

Section 2. NUMBER OF TRUSTEES

There shall be seven (7) Trustees.

Not more than one owner or entity-owner representative from a single Lot or Living Unit may serve on the Board simultaneously.

Section 3. ELECTIONS

The Board of Trustee elections are held in November. For each election, the Association shall:

- i. Provide written notice to all Owners informing them of their right to nominate themselves or other Owners in good standing for candidacy to serve on the Board (the "Call-for-Candidates"). The Call-for-Candidates shall be sent no later than thirty (30) days prior to the date for the mailing of the notice of election described in subsection (ii) below. The period for submitting nominations shall not be less than fourteen (14) days from the mailing of the Call-for-Candidates.

- ii. Provide the Owners with written notice of the election. The notice of election shall be sent no less than fourteen (14) nor more than sixty (60) days prior to the date at which an election of Trustees is scheduled and shall contain a copy of the election ballot.
- iii. Notify any Owner who is not in Good Standing. The notification shall be sent a minimum of thirty (30) days prior to the election. To the extent it has not already been offered and/or a judgment has not already been entered, the notice shall state that the Owner has the right to contest the designation by requesting alternative dispute resolution (“ADR”). Owners shall be permitted to rectify their standing up until five (5) business days prior to the election date.

A candidate for the office of Trustee shall be a member of the Association in Good Standing as defined in Article II Section 2. The Association shall use ballots, whether paper ballots, electronic ballots or otherwise, that contain the names of all eligible persons nominated as a candidate for the Board. The ballot shall not indicate incumbent Board members. The ballot shall list each candidate’s name, in alphabetical order by last name, in the same font, in the same size and in the same color. The ballot shall include space for write-in candidates for as many seats as are up for election. All ballots shall be cast in an anonymous manner. Any depository for physical ballots shall be secured.

The Association shall verify the eligibility of the voters and count the ballots in a non-fraudulent and verifiable way. All ballot tallying, with the exception of the results from electronic voting administered by a neutral third party, shall occur publicly. All ballots and electronic results shall be made available for public view and shall be open to inspection by any member of the Association for a period of 90 days from the date of the election.

Section 4. TERM OF OFFICE

Trustees shall be elected for a term of two (2) years and shall serve until a successor is elected and qualified. There shall be a stagger in the expiration of Trustee terms so that in any one year, no more than four (4) Trustee terms will expire.

In accordance with the above, four (4) Trustee terms will expire in even numbered years and three (3) Trustee terms will expire in odd number years.

Whenever applicable, the candidate(s) polling the highest number of votes will be considered elected for the longest period of years.

The term of each elected Trustee shall be two years from January 1st to December 31st of the following second year. Newly elected Trustees shall take office at the first Open Board Meeting in January. Trustees must be in Good Standing, as defined in Article II, Section 2, at all times while serving on the Board. If a Trustee fails to maintain Good Standing, said failure shall be deemed as the Trustee’s voluntary resignation from the Board.

For vacancies created by any reason other than the removal of a Trustee by a vote of the members or as otherwise provided in Section 5 below, the Board of Trustees shall appoint a member in Good Standing within thirty (30) days after the vacancy occurs to fill the vacant seat until the next Annual Meeting of the Membership.

In the event that an insufficient number of candidates run for the office of Trustee in any election, the Trustees, at their first Open Board Meeting following the election, shall appoint as many Trustees as are needed to reach the total of seven (7) Trustees. All appointees shall be subject to election within a year following the appointment.

Section 5. REMOVAL OF TRUSTEES

Upon initiation by the Board, any one or more Trustees may be removed with or without cause by a vote of 51% or more of the Association members, provided that the notice of the vote expressly includes the proposed removal.

The Association members may remove one or more Trustees by submitting to the Board a petition signed by a minimum of 51% of the Association members. A special election of the Association members shall be held within 60 days of the Board's receipt of the petition unless the Annual Meeting of the Membership is scheduled to occur within this 60-day period.

The Board may remove a member of the Board, without a vote of the membership, for good cause directly impacting the members ability to serve. This shall not be done without affording the member ADR in which the ADR provider concludes from substantial credible evidence that there was a breach that adversely affected the interests of the Association members as opposed to that of the Board.

Any vacancy created by a vote of the Association members or through a petition of the members, shall be filled by the membership at a Special Meeting noticed in the same manner as all other elections.

Section 6. RESPONSIBILITIES OF TRUSTEES

The duties and powers of the Board of Trustees shall include, but not be limited to, the following:

A. To maintain, care for, repair, replace, reconstruct, and protect the Common Properties and Facilities of the Association, including all realty, building, personalty used by or owned by the Association. In addition, it shall provide for the following exterior maintenance on Living Units and their grounds:

1. Lawn maintenance, i.e. scheduled grass cutting, chemical lawn treatment and a schedule of sprinkling.
2. Painting of the exterior trim on all Living Units according to a schedule set by the Board of Trustees.
3. Snow removal after Brick Township has plowed the roads. Snow shall be removed from driveways and walks. Homeowners shall be responsible for removing ice on walks and driveways.

Homeowners shall be responsible for the remaining areas of exterior maintenance on Living Units and their grounds, such as the replacement of roofs, driveways, walks, siding and windows.

- B. To establish, levy, assess and collect assessments, both annual and special, from the members and/or owners and to use said monies for the operation and maintenance of the Common Properties and facilities and the exterior of Living Units as outlined in Article III, Section 6A¹.
- C. To buy, sell, mortgage, lease, rent, borrow, or do any other act which may alter or change the assets of the Association; provided, however, that in the event the Association is desirous of substantially altering or changing the capital structure or property ownership of the Association, then the Association members shall consent to said act by a vote according to the provisions of Article II hereof.
- D. Ensure that total annual Capital Improvement expenditures shall be limited to fifty (50%) percent of the total Capital Improvement Fund, as of the end of the prior calendar year. This limit shall apply to each calendar year. Proposed expenditures of Capital Improvement Funds in excess of that amount shall require the consent of the Members by a vote in accordance with Article II.
- E. To prepare for the budget presentation in December a report showing the projected income and expenses and capital budgets for the coming year. It shall reflect the amounts projected to be necessary for the year's operation and maintenance in each major budget category.

This report shall be provided to all members prior to the December budget presentation. The projected monthly maintenance fee shall also be provided at this time.

Except in the case of an emergency, a vote of the members shall be required if the Board of Trustees deems it necessary to spend in excess of five percent 5% of the total current operating budget.
- F. Ensure that any expenditure in excess of \$3,500.00 be sent out for bids from at least three (3) vendors, except where not feasible such as when only one vendor exists within a reasonable distance or when more than one bid cannot be obtained after a reasonable attempt to do so. The exception shall be for contracts for professional services, including, but not limited to attorney, accountant and insurance carrier.
- G. To establish, levy and collect any added assessments and fines made under Article VII and Article IX hereof.
- H. To employ and dismiss all employees, agents, servants of the Association and to determine the compensation for said employees; to obtain adequate fidelity bonds for all officers or employees of the Association handling or responsible for Association funds.
- I. To appoint the Chairpersons of all standing committees; to approve all chairpersons appointed by the Officers of the Activities Coordinating Council; to approve the appointment of all committee members recommended by the Chairpersons of all standing committees; to approve and/or appoint all other committees and to approve the formation of all clubs or organizations that use any of the Common Facilities of the Association or operate under Association

¹ The By-Laws, pre-2025 re-write, inadvertently and mistakenly referenced back to Article III, Section 5A. This provision of the amended version of the By-Laws has been revised solely for the purpose of correcting the error in the Section reference.

authority; to approve all instructors, teachers and/or leaders of any activity using any of the Common Facilities before the commencement of any activity.

- J. To collect delinquent assessments and to employ the provision and powers set forth in the Declaration of Covenants and Restrictions and these By-Laws to collect, foreclose, execute or levy against any member or lot which is delinquent.
- K. To authorize and designate such officer or officers as may be required to execute and deliver any documents, contracts, deeds, mortgages, certificates, bonds, notes, or other instruments of title or other documents of whatsoever nature as may be required in furtherance of the affairs of the Association.
- L. To keep detailed books of account of receipts and expenditures and to employ competent legal counsel and accountants to maintain the legal status of the Association.
- M. To assure that the provisions of the Association as embodied in the Articles of Incorporation, the Declaration of Covenants and Restrictions, and these By-Laws are carried out, specifically, but not by way of limitation, those provisions limiting ownership and membership to persons 55 years of age or over.
- N. To ensure against loss from fire, vandalism or any other cause, on any Common Properties or Facilities; and to maintain public liability insurance, insuring the Association and its members against any insurable claims arising from injuries or damages occurring on the Common Properties or Facilities.
- O. To pay taxes and assessments levied against the Association Properties.
- P. To add additional properties to the scheme of the Declaration of Covenants and Restrictions, the By-Laws and the Rules and Regulations, which will become subject to the jurisdiction of the Association
- Q. To make and enforce compliance with such Rules and Regulations relative to the use and occupancy of the Living Units, the operation and use of the Common Properties and Facilities, and to amend the same from time to time as it deems reasonable and necessary, which Rules and Regulations shall become binding on all owners, occupants, lessees, invitees, members, residents and guests and which may include, although not be limited to the suspension of the privileges of membership and the right to enjoyment of the Common Facilities by the owners, members, guests, residents, occupants, leases and invitees. All amendments to the Rules and Regulations shall be published in an Association Bulletin or Newsletter prior to the effective date of the Amendment.
- R. To ensure that no Trustee shall take any independent action on any Association matter without prior approval of the Board of Trustees.
- S. Trustees shall be non-salaried, but shall be entitled to reimbursement of all reasonable expenses incurred in the discharge of their duties for the Association. All expenses submitted by Trustees for reimbursement shall be submitted by a written voucher including supporting detail from the Trustee certified to be true and accurate to the best of his/her knowledge. No reimbursement shall be made unless majority of the remaining Trustees approve same.
- T. To publish periodically a Trustee Newsletter for membership distribution.

- U. Serve as Trustee liaison representatives to all Standing Committees; however, an elected or appointed Trustee shall not serve concurrently as a member of any Standing Committee.
- V. To establish a Violations Committee among the Board of Trustees, a written procedure for enforcement and notifying rule violators and a schedule of fines.
- W. Trustees and committee members shall not accept gifts, favors, services, gratuities or entertainment, to include, but not be limited to, free tickets, meals, beverages from any person or entity doing business with or seeking to do business with Lions Head South Association.
- X. No Trustee, Officer, Agent or other person shall have any power or authority to bind the Association by any contract or agreement or to pledge its credit or to render it liable for any payment or to any amount except when so authorized by the Board of Trustees.

ARTICLE IV OFFICERS

OPENING.

The principal officers of the Association shall be a President, Vice President, both of whom shall be members of the Board of Trustees, Treasurer, Secretary and/or such Assistant Treasurers and Assistant Secretaries as may additionally be required. Any two (2) officers, except that of President and Vice President, may be held by one person.

Section 1. ELECTIONS AND REMOVAL

The Association officers shall be elected annually by the Board of Trustees at the first Open Board Meeting in January following each election and such officers shall hold office at the pleasure of the Board.

Upon a vote of the Trustees, any officer may be removed, either with or without cause, and a successor elected at any regular Open Board Meeting..

Section 2. PRESIDENT

The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the membership and all meetings of the Board of Trustees. He/She shall have all the general powers and duties usually vested in the office of the President of an association. The President shall be primarily responsible for the supervision of and communication with the Association's manager or managing agent and the Association's attorneys.

- A. He/she shall be an ex-officio member of all Standing Committees except the Election Committee.
- B. He/she shall execute such deeds, contracts, and other instruments in the name and on behalf of the Association and under the corporate seal when a seal is required, except when such documents are required or permitted by law to be otherwise executed, and except when signing and execution thereof shall be delegated by the Board of Trustees to another officer or agent of the Association.

Section 3. VICE PRESIDENT

In the absence of the President, the Vice President shall assume the role and title of Acting President. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 4. TREASURER

The Treasurer shall receive and deposit in appropriate insured bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees.

The Treasurer shall keep proper books of account in accordance with generally accepted accounting principles and cause annual audits of the Association's books to be made by an independent certified public accountant selected and approved by the Board of Trustees.

He/she, in cooperation with the Finance and Insurance Committee shall be responsible for the preparation of an annual budget report and the presentation of this report to the membership in December of each year. The books of account shall be maintained on site and open to any member for review during normal business hours, in the administration office of the Association, upon written request setting forth the object of the inquiry.

Section 5. SECRETARY

The Secretary shall keep minutes of all Membership Meetings, all Open Board Meetings and all Resident Informational Meetings. The physical act of taking minutes can be delegated, in whole or in part, by the Board to the administrative staff. Minutes shall be taken for each of the aforesaid meetings and shall: (i) be legible; (ii) include the Board members present and their titles; (iii) include clear identification of any matters addressed; and (iv) include clear identification of any matters voted on at the meeting, a record of the vote, and a brief explanation of the basis for and cost entailed in the matter which is the subject of the vote. The minutes shall be made available to the members in a timely manner before the next meeting of the membership or Open Board Meeting, as applicable, and may be identified as "draft" or "unapproved". If a meeting is recorded electronically, a written record shall be taken of the matters voted on. The members shall have access to the electronic recording for 30 days from the date the written minutes are approved. Minutes of Open Board Meetings shall be posted on the Trustees bulletin board after ratification. He/she shall perform all other duties incident to the office of Secretary.

ARTICLE V
STANDING COMMITTEES

Section 1. STRUCTURE AND RESPONSIBILITY

The Board of Trustees shall have the power to create, appoint members to and disband such committees as shall from time to time be deemed appropriate or necessary to aid the Board in the discharge of its duties, functions and powers. As of the date of passage of these amended By-Laws, the following standing committees have been established by the Board of Trustees:

1. Activities Coordinating Council
2. Architectural Committee

3. Buildings and Grounds Committee
4. By-Laws Committee
5. Clubhouse Committee
6. Community Awareness Committee
7. Election Committee
8. Finance and Insurance Committee
9. Lions Head Country Club
10. Recreation Committee
11. Security & Safety Committee
12. Website Committee

The committees may be delegated responsibility for Association tasks from time to time by the Board of Trustees and shall be accountable for their actions and decisions directly to the Board of Trustees. The committees shall carry out their duties and exercise their powers and authority in the manner provided for in these By-Laws or in any Rules or Regulations adopted by the Board of Trustees. The chairperson of a committee may only serve as chairperson on one committee at a time and must be a member in Good Standing.

Section 2. GUIDELINES

No committee, chairperson, or any committee member shall take any independent action on any Association matter or on behalf of the committee itself.

No committee, chairperson, or any committee member shall have the power to bind the Board of Trustees or the Association and no committee, chairperson or any committee member shall make any statement that may be interpreted to bind the Association or the Board of Trustees in any way. Recommendations rendered by a committee, chairperson or any committee member shall not be binding upon the Association or the Board of Trustees, and the Board of Trustees shall have the discretion to disregard any recommendation for any reason or for no reason at all. The Board of Trustees may, but shall not be obligated to, disclose any recommendations to the members.

Committees, chairpersons and committee members may not enter into any contracts in the name of the Association.

Chairpersons and committee members shall be non-salaried but shall be entitled to reimbursement for all pre-approved expenditures.

No committee, chairperson or committee members shall accept kickbacks or gratuities from any person or entity doing business with or seeking to do business with Lions Head South Association. Except to another member of the same committee, a member of the Board of Trustees or the Association's legal counsel, no committee, chairperson or committee member shall disclose any information provided to him or her, either via writing or oral statement, that is not available to the members of the Association at large.

No committee, chairperson or committee member shall make any copies or reproductions of any documents containing confidential information, or store copies of any confidential information on any electronic media, and each shall make all reasonable efforts to ensure no Association documents are misplaced or lost. Chairpersons and committee members, upon ceasing to be such, for any reason whatsoever, shall return all Association documents to the Board of Trustees within seven (7) days from the date they cease to serve.

Section 3. TERM

The Board of Trustees shall appoint persons to committees for such terms as the Board deems appropriate. Each chairperson of a committee shall serve as chairperson on only one committee, at a time, but may serve in other capacities on multiple committees at the pleasure of the Board of Trustees.

Section 4. MEETINGS

Each committee shall hold meetings as necessary or as otherwise stated herein and keep written minutes of each meeting. Recommendations from committees shall be brought to the Board of Trustees for action. The chairpersons of each committee shall present a report to the Trustees once a month and as otherwise requested by the Board of Trustees.

ARTICLE VI
SUBSEQUENT TRANSFER

Section 1. SUBSEQUENT TRANSFER:

Change of membership shall be accomplished by recording in the Ocean County Clerk's Office a deed or other instrument establishing a record title to a Lot/Living Unit, and delivery to the Secretary of the Association a certified copy of such instrument and such sums of money as is required for the payment of any membership fee, Participation Fee, contribution to capital, escrow deposits, or delinquent assessments of the prior Owner(s). The membership of the prior Owner(s) shall be thereupon terminated.

Section 2. RIGHTS, DUTIES AND OBLIGATIONS OF OWNERS, RESIDENTS, GUESTS, INVITEES, OCCUPANTS AND LESSEES

The vesting of ownership by transfer of title unto any Owner of a Lot or Living Unit shall vest in said Owner all of the rights described herein toward the use and enjoyment of the Common Properties and Facilities and shall make the Owner a beneficiary of each of the Restrictive Covenants and By-Laws of the Association. The vesting of title unto the Owner, as a part of the consideration given to the Owner therefore, shall create a duty and obligation on said Owner to comply with each and every Covenant and Restriction, By-Law, and any and all Rules and Regulations promulgated by the Association.

Owners shall be responsible for the conduct of their residents, guests, invitees, occupants and lessees. If a resident, guest, invitee, occupant or lessee of a Lot or Living Unit violates any of the covenants contained in the Declaration, these By-Laws or any Rules or Regulations adopted pursuant thereto or as may be amended from time to time, the Association shall have the right to take any authorized enforcement action against the Owner in addition to any enforcement rights against the resident, guest, invitee, occupant or lessee.

The right of enjoyment of all Common Properties and Facilities shall extend to and include all residents, guests, invitees, occupants and lessees and such right of enjoyment shall carry with it a corresponding obligation to abide by and comply with all of the provisions of the Declaration, By-Laws and Rules and Regulations of the Association. Any suspension of membership rights imposed against the Owner shall also suspend the rights of the resident, guest, invitee, occupant and lessee from use of the Common Properties and Facilities.

Section 3. TRANSFER OF OWNERSHIP

No Owner shall sell, give, assign, or transfer title, interest or leasehold to his/her/its Lot or Living Unit prior to making full disclosure to the Association, and until said Owner receives written assurance from the Association that the prospective transferee will meet all of the qualifications incident to occupancy of the Lot/Living Unit. Such assurance shall be given within ten (10) business days following written request and such assurance shall not be unreasonably withheld. A devise shall not require any such Owner to obtain such assurance prior to death; however, the legal representative must thereafter obtain such assurance. The Board of Trustees shall place a three (3) year waiting period on the leasing of a newly purchased Lot/Living Unit. If a lien has been recorded on the Lot/Living Unit, the Owner must pay the amount required to discharge the lien prior to leasing the Lot/Living Unit. The Board of Trustees shall approve or disapprove the lease as a condition precedent to its validity. The approval or disapproval shall be made by the Board of Trustees within ten (10) business days. The Lease shall provide that its terms are subject to the Declaration, the By-Laws, the Rules and Regulations promulgated by the Board of Trustees and the Architectural Regulations of the Association. This provision is not intended in any way to deprive any member or prospective transferee of his/her/its rights, privileges, and immunities under the Constitution of the United States and State of New Jersey, and under the laws of said jurisdictions. The intention of the Association is to maintain strictly a community providing for and meeting the needs of those people 55 years of age and older.

No Owner may lease less than the entire Living Unit. Living Units shall not be leased or used by the Owners thereof for transient or hotel purposes, which is defined as (a) any lease for any period of less than one (1) year, or (b) any lease if the occupants of the Living Unit are provided customary hotel services, such as room services for food and beverages, maid service, furnishing laundry and linen, bell boy service, etc.

To meet special situations and to avoid undue hardship or practical difficulties, the Board of Trustees may grant permission to an Owner to lease his, her or its Living Unit to a specified lessee for less than one (1) year. An Owner that seeks such permission shall submit a written request to the Association which shall be granted or denied in the sole discretion of the Association's Board of Trustees.

Notwithstanding anything else herein, after satisfaction of the initial one-year lease period, renewal terms for the same tenant can be on a month-to-month basis or any greater period.

No more than ten (10%) percent of the Living Units in the Association shall be permitted to be leased at any given time. The Association shall maintain a current list of leased Living Units throughout the community. Except as otherwise provided herein, no Living Unit shall be leased until the Owner receives a permit from the Association (a "Leasing Permit")

- (i) Leasing Permits for Current Owners that are Leasing their Living Units at the Time of Passage of these amended By-Laws: Any Owner who is leasing his, her or its Living Unit at the time these By-Laws are adopted and recorded shall be given a Leasing Permit and have the right to continue leasing the Living Unit indefinitely until the Living Unit changes ownership, whether voluntary or otherwise, provided that the leasing conforms with the Association's other rules and regulations pertaining to leasing a Living

Unit.

The right to continue leasing a Living Unit under this Subsection (i) includes Living Units in excess of the ten (10%) percent cap, if more than ten (10%) percent of the Living Units within the Association are being leased at the time these By-Laws are adopted; however, no additional Leasing Permits will be issued until the total number of leased Living Units is less than ten (10%) percent of the Living Units in the Association.

A Leasing Permit under this Subsection (i) shall be automatically revoked without notice upon the sale or transfer of the Living Unit to a third party (excluding sales or transfers to an Owner's spouse, cohabitant or a corporation, partnership, company or other legal entity in which such Owner is a principal) – this shall not however impact an existing tenancy which may continue.

- (ii) Leasing Permits for new Owners and/or for Current Owners that are not Leasing Their Living Unit at the Time of Passage of these amended By-Laws. Any Owner who takes title to a Living Unit after passage of these By-Laws and any Owner who held title at the time of passage of these By-Laws but who was not leasing his, her or its Living Unit at the time of passage of these By-Laws shall be given a Leasing Permit so long as: (a) the proposed lease and all other documents required by the Association are provided to the Association and are in compliance with the Association's Declaration, By-Laws, Rules and Regulations; (b) Leasing Permits are not currently issued and in effect for ten (10%) percent or more of the Living Units within the Association; and (c) to the extent applicable, the three year waiting period has expired. If current Leasing Permits have been issued for ten (10%) percent or more of the Living Units within the Association, then no additional Leasing Permits shall be issued until the number of outstanding current Leasing Permits falls below ten (10%) percent of the Living Units within the Association. Any Owner who wishes to obtain a Leasing Permit but cannot because the maximum number of Leasing Permits are already issued may be placed upon a waiting list. Once a current Leasing Permit expires, the next Owner on the waiting list that meets all of the requirements of this Subsection (ii) shall be given a Leasing Permit.

A Leasing Permit under this Subsection (ii) shall be valid only as to the particular Owner, Living Unit, tenant, and lease to which it is issued and shall not be transferable between Owners or Living Units or tenants or leases.

A Leasing Permit under this Subsection (ii) shall be automatically revoked without notice upon the occurrence of any of the following:

- (a) The sale or transfer of the Living Unit to a third party (excluding sales or transfers to an Owner's spouse, cohabitant or a corporation, partnership, company or other legal entity in which such Owner is a principal) – this shall not however impact an existing tenancy which may continue; or
 - (b) The expiration and non-renewal of a tenant's lease; or
 - (c) The failure of the Owner to lease the Living Unit for any period of one-hundred eighty (180) days after receiving a Leasing Permit.
- (iii) Leasing Permits for the Association and Mortgagees. Notwithstanding anything else herein, the Association does not require a Leasing Permit in order to lease out a Living Unit which is owned or controlled by the Association. The leasing out of Living Units, which are owned by the Association, or are in the Association's control, shall not count toward the ten (10%) percent cap.

A Mortgagee which is either in possession or obtains title at judicial sale does not require a Leasing Permit in order to lease out a Living Unit which is owned by the Mortgagee or is in the Mortgagee's possession. Furthermore, the leasing out of Living Units, which are owned by the Mortgagee, or is in the Mortgagee's possession, shall not count toward the ten (10%) percent cap.

Section 4. OCCUPANCY

The Association operates as housing for older persons. Housing in the Association is intended for occupancy by at least one person 55 years of age or older per Living Unit. To maintain this intent:

- Each Living Unit must be occupied by at least one person fifty-five (55) years of age or older; and
- No individual(s) under the age of eighteen (18) may be a resident in any Living Unit in the Association.

These By-Laws shall in no way restrict ownership to persons fifty-five (55) years of age or older; however, no Owner shall occupy a Living Unit until he/she/they meets the age qualifications for the Living Unit. The inability of any Owner to occupy the Living Unit for failure to meet the age qualifications or otherwise, shall not, in any way, serve to exempt the Owner of the obligations to pay maintenance assessments and other charges to the Association.

Section 5. GUESTS

The occupancy restrictions set forth in Section 4 above shall not be construed to prohibit the occupants of a Living Unit from entertaining guests of any age in the Living Unit; however, no guest shall occupy a Living Unit for more than twenty-nine (29) consecutive calendar days, four

(4) weeks in any six month period or fifty-six (56) days in a calendar year. Should a guest's stay be extended beyond the aforesaid limitations, he/she shall be regarded as and shall be registered with the administrative office as a resident.

ARTICLE VII
COVENANT FOR MAINTENANCE ASSESSMENTS A/K/A HOA FEES AND
ASSESSMENTS

Section 1. CREATION OF LIEN AND PERSONAL OBLIGATION FOR MAINTENANCE ASSESSMENTS A/K/A HOA FEES

Each owner of a Living Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay the Association: (1) annual assessments or charges; (2) special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and the cost of the collection thereof as hereinafter provided shall also be the personal obligation of the persons who were the owners of such property at the time when the assessment was made. .

Section 2. PURPOSE OF HOA FEES

The HOA Fees levied by the Association shall be used exclusively for the purpose of providing services, promoting the recreation, health, safety and welfare of the residents in the Common Properties and Facilities and in particular for the improvement and maintenance of Common Properties and Facilities and exterior of Living Units, Lots, walks and driveways, as outlined in Article III, Section 6A, and services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and Facilities, including, but not limited to the payment of taxes and insurance on the Common Properties and Facilities, and repair, replacement, and additions thereto and for the cost of labor, equipment, material, management improvements and supervision thereof.

Section 3. BASIS OF ANNUAL HOA FEES AND CHANGES IN RATE

An annual budget shall be adopted by the Board of Trustees each December. The budget shall be the basis for determining the amount of the annual HOA Fees. If, at any time, the Board of Trustees determines that the existing annual HOA Fees do not meet the demands of operations and the maintenance of the Common Properties, Facilities, and exteriors of Living Units, and Lots as outlined in Article III, Section 6A, a new budget may be set by the Board of Trustees, and the members of the Association shall, upon notice of the same and the reasons therefore, be subject to payment on the new budget.

Section 4. DATE OF COMMENCEMENT OF ANNUAL HOA FEES

The annual assessments provided herein shall be payable monthly and will commence and be payable on the first day of each month. If the assessment is not paid within fifteen (15) days of the due date, a penalty, to be established by the Board of Trustees, shall be charged for that month and for each month the payment is delinquent.

Section 5. SPECIAL ASSESSMENTS

In addition to the annual HOA Fees, the Board of Trustees may levy a special maintenance assessment for unanticipated expenses, maintenance, repairs and /or replacements applicable to that year.

Section 6. DEFAULT

In the event one or more of the monthly payments of the annual or special assessments are not paid within fifteen (15) days from the date the same shall become due and payable, then the entire assessment shall become delinquent and shall be accelerated for the remainder of the calendar year and together with such interest and penalties thereon and cost of collection therefore as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hand of the then owner, its successors in title and assigns. The personal obligation of the then owner or owners to pay such assessment, however, shall remain his personal obligation for the statutory period. The acquirer of title to a Living Unit shall be jointly and severally liable with his predecessor in title thereto for the amounts owing by the latter to the Association up to the time of the transfer of title, without prejudice to the acquirer's right to recover from his predecessor in title the amount paid by him as such joint debtor.

The Association shall provide for the issuance and issue to every acquirer, upon his request, a statement of such amounts due and the acquirer's liability under this Covenant shall be limited to the amount as set forth in said statement. Liability for the payment of said amounts due to the Association shall attach to the mortgages and the purchases for the Living Unit following a mortgage foreclosure sale of any Living Unit.

If the assessment payment is not paid within fifteen (15) days after the same has become due and payable, the assessment shall bear interest from the date of delinquency at the then maximum legal rate per annum, and the Association may bring action at law against the owner personally obligated to pay the same, or to foreclose the lien against the property; and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the cost of the action.

The lien of the assessment provided herein shall not be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment, provided, however, that such priority shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Section 7. EXEMPT PROPERTIES

The following, subject to the Declaration and these By-Laws, shall be exempted from the HOA Fees, assessments, charges and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties and Facilities as defined in the Declaration; (c) all properties exempted from taxation by the Laws of the State of New Jersey upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said HOA Fees, assessments, charges, or liens.

ARTICLE VIII
RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBER'S EASEMENTS OF ENJOYMENT

Subject to the provision of Section 2 of this Article, every member shall have a right and easement of enjoyment in and to the Common Properties and Facilities and such easement shall be appurtenant to and shall pass with the title to every Lot/ Living Unit.

Section 2. EXTENT OF MEMBER'S EASEMENT

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

- a) The right of the Association in accordance with its Article and By-Laws to borrow money for the purpose of improving the Common Properties and Facilities in aid thereof to mortgage said properties.
- b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures.
- c) The right of the Association as provided in its Articles and By-Laws to suspend the enjoyment rights of any member or those claiming under him, for any period during which any assessment remains unpaid, and for any further reasonable period for each and any infraction of its By-Laws or published rules and regulations.
- d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and Facilities including the right to levy different fees of guests of Association members.
- e) The right of the Association to dedicate or transfer all or any part of the Common Properties and Facilities to any public agency, authority or utility company for such purposes as may be deemed necessary by the Trustees in the interests of the Association, provided the same is approved by the Board of Trustees after a vote of the members at a regular meeting or a special meeting called for that purpose.
- f) The right of further restrictions imposed by the Board of Trustees and/or by the By-Laws of the Association.
- g) The right of the Association through its duly authorized agents or employees to enter upon any Lot during reasonable hours on any day in furtherance of its duties to maintain the premises, enforce the Covenants, the By-Laws, the Architectural Regulations and Policies.

ARTICLE IX
RESTRICTIONS

OPENING.

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

Section 1. PURPOSE

No Living Unit shall be used for any purpose other than as and for a single-family residence or dwelling.

Section 2. ANTENNAS

Regulation of exterior antennas is included in the Architectural Regulations.

Section 3. SIGNS

Unless such display threatens public safety, restricts necessary maintenance activities, interferes with the property rights of another or is conducted in a manner inconsistent with the rules and customs deemed the proper manner to display the flag, persons may display the flag of the United States of America, yellow ribbons and signs supporting the United States troops. Said display and the display of any other type of flag, banner or sign shall be subject to such time, place and manner restrictions as may be adopted by the Board.

Section 4. CLOTHES DRYING

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

Section 5. ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any Living Unit, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. There shall be no more than 2 pets on any Lot or in any Living Unit.

Section 6. INDIVIDUAL WATER SYSTEM

No individual water supply system shall be permitted on any Lot or in any Living Unit except as may be required by the Association.

Section 7. EASEMENTS FOR UTILITIES & DRAINAGE

Easements for installation and maintenance of utilities and drainage facilities are reserved. The Association hereby reserves an easement in, over, under and across all streets, public areas, and Common Properties and Facilities as may be shown on any filed map of the Properties for the

purpose of maintaining utility services thereon, together with the right to transfer their right in such easements to any third party or corporation who may provide such utilities and services, and to maintain the same, and over the front and rear 10 feet of each Lot and 5 feet along each side line.

Section 8. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, shed, or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently, and all boats, trailers, campers and motor homes, or other recreational vehicles shall be stored in the area provided by the Association, if any, after receiving approval from the Board of Trustees.

Section 9. MINERAL EXTRACTION

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

Section 10. GARBAGE COLLECTION

No Lot or Living Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, stored as stated in the then current Architectural Rules & Regulations. Any builder, contractor, or other person doing work on or about any Lot or Living Unit or Common Properties and Facilities shall clean up all rubbish at the conclusion of each work day, and shall remove same at the conclusion of the work.

Persons shall use only the automated garbage containers provided by Brick Township and must adhere to current Architectural Rules and Regulations regarding timing for placement at the curb. The same schedule shall apply to recyclables.

Section 11. NOXIOUS, OFFENSIVE OR ILLEGAL ACTIVITY

No noxious or offensive or illegal activity shall be carried on upon any Lot, in any Living Unit or on the Common Property or Facilities; nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood or persons residing or working therein.

Section 12. SEWERAGE DISPOSAL SYSTEM

No individual sewerage systems shall be permitted on any Lot or in any Living Unit.

Section 13. FENCES, HEDGES & PROPERTY LINE MARKERS

No fences, living walls, hedges or objects, such as rows of blocks or markers delineating property lines shall be permitted on any Lot.

Section 14. EARTH MOVING & DIGGING

No Owner, guest, lessee, resident, occupant, invitee, etc., shall commence any digging or earth moving or regrading operations of any nature whatsoever without first obtaining permission of the

Architectural Committee. This Section is intended as a protection against inadvertent disruption of underground services and creation of a nuisance.

Section 15. OCCUPANCY OF TWO-BEDROOM UNITS

No two-bedroom Living Unit shall be occupied at any time by more than four (4) individuals except as otherwise provided herein.

Section 16. INTENTIONALLY LEFT BLANK

Section 17. PARKING & STORAGE OF MOTOR VEHICLES

The parking or storage of motor vehicles except upon paved areas is prohibited. Overnight parking or storage of any motor vehicle in the clubhouse parking lot is not permitted without written approval of the Board of Trustees. The overnight parking or storage of trucks, commercial vehicles, or utility trailers shall be prohibited in all areas. The parking or storage of recreational vehicles, boats, and boat trailers shall be prohibited except in the designated recreational vehicle area, pending available space.

A signed "Waiver of Liability" form shall be provided to the Business Administrator for any recreational vehicle, boat and/or boat trailer parked on Common Properties. The form of waiver shall be approved by the Board of Trustees.

Disabled or unlicensed vehicles shall not be left parked on Common Properties or stored on any Lot.

"For Sale" signs on vehicles parked on the Common Properties are prohibited.

Section 18. INTENTIONALLY LEFT BLANK

Section 19. GARAGE &/OR AUCTION SALES

Individual garage sales, community garage sales, estate sales, yard sales, open air markets and/or outdoor auctions must comply with the Association's then current Policies, Rules and Regulations.

Section 20. FINES

The Board of Trustees may, from time to time, publish a schedule of fines for violations of the Association's Declaration, By-Laws, Rules and Regulations. Said schedule, if created, shall be utilized by the Board of Trustees and, to the extent appropriate, by the Architectural Committee, Buildings and Grounds Committee and/or the Violations Committee, if any. Any fines imposed shall be considered a charge and lien against the Lot/Living Unit and shall be due and collectable from the Owner in the same manner as HOA Fees.

Section 21. PET LEASHING

All persons responsible for a pet shall be responsible for curbing the pet, and picking-up after the pet. Pets shall remain on a leash no longer than six (6) feet in length at all times.

Section 22(A). DAMAGE & REPAIR OF LIVING UNITS

In the event that any Lot or Living Unit or any portion thereof is damaged or destroyed by fire, casualty or any other occurrence which causes damage or destruction thereto, the repair, replacement or restoration, if any, of the Lot and/or Living Unit or any portion thereof shall be made in accordance with the following requirements within one (1) year from the date of said occurrence:

- (a) The Lot and/or Living Unit or any portion thereof shall be repaired or replaced in accordance with the original plans and specifications or as nearly as practicable to the original plans and specifications and in accordance with all applicable building codes and zoning ordinances.
- (b) In the event that it is impracticable to repair or replace the damaged or destroyed portions of the Lot and/or Living Unit to the exact design and dimensions of the original structure, material deviations from the original plans and specifications shall be submitted to the Architectural Committee for review.
- (c) In the event that it is impossible to perform the repair, replacement or restoration within one (1) year from the date of said occurrence, an appeal may be submitted to the Architectural Committee.
- (d) The Board of Trustees may enforce the provisions contained herein against an Owner or the transferee of an Owner in an action at law or in equity as provided in the Declaration and By-Laws of the Association.

Section 22(B). ENERGY SOURCE

Electricity, solar energy and natural gas shall be the only sources of energy for the Lots/Living Units.

Section 23. BASKETBALL HOOPS

Basketball hoops shall not be permitted on any Lot.

Section 24. SMOKING

The interior of the clubhouse is a smoke free environment. No person may smoke, vape, or aerosolize any tobacco or cannabis product or any other substance anywhere on the Association's Common Properties or in the Common Facilities. The use of cigarettes, cigars, pipes, cigarillos, waterpipes and electronic smoking devices are all prohibited on the Common Properties and in the Common Facilities.

Notwithstanding the above, the Board of Trustees, in its sole discretion, may designate specific locations on the Common Properties that are far enough away from all buildings so as to avoid indoor infiltration as permissible smoking areas.

ARTICLE X
EASEMENTS

Section 1. LOCATIONS

The Association shall have an easement in, over and upon the premises of each Lot or Living Unit, for utilities and other service lines, and as may be required to carry out the provisions of the Declaration and these By-Laws. The Association shall retain and reserve an easement for the common walkways for the subject premises and those premises adjoining the subject premises.

ARTICLE XI
FORFEITURE OF RIGHTS

Section 1. SUSPENSION OF RIGHTS

A member's right to vote in Board elections, vote to amend these By-Laws, nominate persons as candidates for the Board and/or run for a position on the Board of Trustees may be suspended by the Board of Trustees for any period during which any type of HOA Fee, assessment, charge or installment thereof against the Lot/Living Unit to which the membership is appurtenant remains unpaid unless the member is in full compliance with a Board approved settlement agreement for said HOA Fee, assessment and/or charge or said member has a pending, unresolved dispute relating to said fee, assessment or charge which dispute has been initiated through a valid alternative to litigation pursuant to N.J.S.A. 45:22A-44 or through a pertinent court action.

All other membership and voting rights of any Owner may be suspended by the Board of Trustees for any period during which any type of HOA Fee, assessment, charge or installment thereof, against the Lot/Living Unit to which the membership is appurtenant remains unpaid; but upon payment of such HOA Fee, assessment, charge or installment, and any late fees, interest accrued thereon, costs of collections and the amount due as counsel fees, if any, whether by check or cash, the rights and privileges shall be immediately and automatically restored.

Further, if Rules and Regulations governing the use of the Common Properties and Facilities, Lots and/or Living Units and the conduct of persons thereon have been promulgated, adopted and published, as authorized by the Declaration or these By-Laws, the membership rights and privileges, except those listed in the first paragraph of this Article XI, Section 1, of any Owner in violation thereof or in violation of any non-monetary covenant of the Declaration, these By-Laws, or any Rules or Regulations promulgated thereunder may be suspended at the discretion of the Board of Trustees for a period not to exceed thirty (30) days for any single violation. If the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated.

During any period of suspension, no one associated with the Lot/Living Unit to which the membership rights are appurtenant, including the Owner, or any occupant, resident and/or tenant of the Living Unit, shall be permitted to use or enjoy any of the Common Properties and Facilities.

The abovementioned suspension shall in no way relieve the Owner of any obligations or duties set forth in the Declaration, these By-Laws or elsewhere.

ARTICLE XII
MISCELLANEOUS

Section 1. INDEMNIFICATION OF OFFICERS AND TRUSTEES

The Association shall indemnify every Trustee and Officer, his/her heirs, executors, and administrators, against all loss, costs, and expenses, including counsel fees, reasonably incurred by him/her in connection with any action, suit or proceeding to which s/he may be made a party by reason of his/her being or having been a Trustee or Officer of the Association except as to matters as to which s/he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence, or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person indemnified had not been guilty of gross negligence or willful misconduct in the performance of his/her duty as such Trustee or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Trustee or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as HOA Fees provided, however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any member who is or has been a Trustee or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him/her under and by virtue of his/her membership in the Association or as an Owner of a Lot/Living Unit.

Section 2. REIMBURSEMENT BY MEMBERS

Each member shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the Common Properties, Facilities, Living Units or Lots damaged solely by his/her negligence or by the negligence of his/her tenants, occupants, agents, guests, or licensees, promptly upon the receipt of the Association's statement therefor.

An offending party and/or relevant Owner, if different, shall be liable to the Association for all costs and expenses incurred by the Association in inspecting, addressing, repairing, replacing and/or remediating any: (a) violation(s) of the Association's Declaration, By-Laws, Rules, Regulations and/or violation(s) of governmental regulations applicable to the property; (b) condition on any Lot or within a Living Unit threatening the health or safety of the Common Properties, Facilities or other Living Units or Lots; and (c) damage to any Common Properties, Facilities, or other areas maintained by or the responsibility of the Association when said damage is sustained as a result of the action or inaction of the offending party. (Hereinafter, (a), (b) and (c) shall collectively be referred to as the "Condition").

Without limiting the foregoing, an offending party and the relevant Owner, if different, shall be jointly and severally liable to the Association for: (i) all costs incurred in gaining access, inspecting, investigating, documenting and/or providing notice of any Condition, including all expert fees, investigation fees, engineering fees, contractor fees and legal fees; (ii) all fines assessed by the Association; (iii) all costs and expenses incurred by the Association in maintaining, repairing, replacing, addressing and/or remediating the Condition including all charges by management, third-party contractors, vendors, attorneys and paraprofessionals; (iv) all damages, liabilities, fines, penalties, and costs assessed against the Association by any third-party as a result of the Condition; (v) all costs of suit including filing fees, reasonable attorney fees, reasonable paraprofessional fees, expert fees and other costs of litigation whether to defend against the Association's liability, enforce compliance, obtain an injunction, or otherwise; (vi) recoupment of all insurance deductibles paid by

the Association; (vii) any other cost or expense incurred by or assessed against the Association in relation to the Condition and (vi) such other costs as shall be determined by the Court.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. MEMBERSHIP

All Owners shall automatically be members of the Association and shall thereupon be subject to its Declaration, By-Laws and Rules and Regulations. Ownership of a Lot/Living Unit shall give the benefits and privileges as well as the duties and obligations as defined in other provisions of the Declaration and these By-Laws. No Owner shall have the right to terminate his membership in the Association, except by sale or transfer of the Lot/Living Unit.

Section 2. DURATION

The Declaration and the By-Laws, Rules and Regulations, shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to the Declaration and the By-Laws, respective legal representatives, heirs, successors, and assigns, for the term of ten (10) years from the date the Declaration was recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots/Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided however, that no such agreement to change shall be effective unless recorded.

Section 3. NOTICES

Notwithstanding anything else herein or in any other notice provision in the Declaration and/or in these By-Laws, electronic notices shall be permissible.

An Owner may choose to waive his, her or its right to receive notices via regular post mail and instead opt for electronic notices as the primary method by which the Association will provide any and all required notices to him/her/it. An Owner's choice will become effective immediately upon the Association's receipt of a written statement from the Owner to the above effect.

All Owners who opt for electronic notices shall provide the Association with a valid email address for the purpose of receiving all notices from the Association, except notices which must be given as otherwise required by law. Said Owners must notify the Association of any change in their email address. Notice of a change in email address must be in writing and preferably delivered via email correspondence to the Association's manager. Owners are responsible for checking their junk mail, spam and all other folders in their email account for notices from the Association. Any notice sent electronically by the Association shall be deemed given immediately upon the sender hitting "send" or any other electronic command to transmit the notice to recipients.

Any Owner who wants to receive written notices from the Association will continue to receive same by (i) hand delivery to any occupant of the Lot/Living Unit over 14 years of age; (ii) by regular mail; or (iii) by affixing said notice to or sliding same under the front door of the Living Unit.

Whether electronic or paper, notice to one of two or more co-owners of a Lot/Living Unit shall constitute notice to all co-owners.

Section 4. ENFORCEMENT

Enforcement of the Declaration, By-Laws, Rules and Regulations, by the Association, shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction, By-Law, Rule or Regulation, either to restrain violation or to recover damages, or both together with counsel fees and costs to enforce any lien against the land created by said covenants, restrictions, By-Laws, Rules and Regulations.

In addition to the above, the Board shall have the power, at its sole option, to enforce the terms of the Declaration, the By-Laws, and the Rules and Regulation adopted pursuant thereto by any or all of the following: self-help; 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; complaint to the duly constituted governmental authorities; or by taking any other action, summary or otherwise, before any court, as may be provided by law. Failure by the Board to enforce any covenant, provision or restriction of the Declaration, By-Laws or Rules and Regulation shall in no event be deemed a waiver of the right to do so.

Section 5. SEVERABILITY

Invalidation of any of the covenants, restrictions, By-Laws, Rules and Regulations by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 6. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January each year.

Section 7. PARLIAMENTARY PROCEDURE

Roberts Rules of Order, in its then current form, shall govern parliamentary procedure at all meetings.

ARTICLE XIV
AMENDMENTS

Section 1. AMENDMENTS

These By-Laws may be amended via a vote by ballot by mail or at a regular or special Membership Meeting, with quorum obtained, by a vote of the majority of the members participating in person, by ballot (whether mail, electronic or otherwise) or by proxy.

Proxy votes, in accordance with the policies, shall be permitted only when voting is conducted at a meeting.

As an alternative to the other method of amendment set forth in this Article XIV, Section, 1, the Board of Trustees may amend these By-Laws by submitting the amendment to all Owners along with a ballot to reject the amendment. Under this option, the Owners shall have thirty (30) days from the submission of the amendment to vote to reject the amendment. If less than ten (10%)

percent of the Owners vote to reject the amendment within the thirty (30) day period, the amendment can be recorded and put into effect.

Notwithstanding the above, the Board may amend these By-Laws without a vote of the Owners and without the need for a ballot to reject to the extent said amendment is necessary to render the By-Laws consistent with State, federal or local law.

Section 2. CONFLICT BETWEEN BY-LAWS, ARTICLES AND DECLARATION

In the case of a conflict between the By-Laws and the policies, Rules and/or Regulations, the By-Laws shall control; in the case of a conflict between the Articles of Incorporation and the By-Laws, the Articles shall control; in the case of a conflict between the Declaration and the By-Laws, the Declaration shall control.

LIONS HEAD SOUTH ASSOCIATION, INC

Resolution Type: Policy No.

Pertaining To: Amended and Consolidated By-Laws

Duly adopted at an open meeting of the Board of Trustees of Lions Head South Association, Inc., held this 15 day of DECEMBER, 2025.

<u>Officer:</u> (print names)		<u>Vote:</u> (mark one for each)			
		<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
<u>Kathleen A. Wright</u> , Trustee		X	—	—	—
<u>BARBARA Skelley</u> , Trustee		X	—	—	—
<u>PAUL E. Krause</u> , Trustee		X	—	—	—
<u>MICHAEL G. TEARS</u> , Trustee		X	—	—	—
<u>THOMAS R. BEHRENS</u> , Trustee		X	—	—	—
<u>John Cinosky</u> , Trustee		X	—	—	—
<u>BARRY STROTHMAN</u> , Trustee		X	—	—	—

Attest:

(sign) *Barry Strothman*
 (print) Barry Strothman, Secretary

December 15, 2025
 Date

File:
 Book of Minutes:
 Book of Resolutions:

	<u>Book No.</u>	<u>Page No.</u>
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Effective: Upon recording with the County Clerk

