

ASSOCIATION OF OWNERS OF MILL NECK ESTATES, INC.

**AMENDED AND RESTATED BY-LAWS
OCTOBER 24, 2012**

REVISED & AMENDED

JUNE 14, 2017

REVISED & AMENDED

June 26, 2024

AMENDMENTS TO BY-LAWS (JUNE 14, 2017)

AMENDED AND RESTATED BY-LAWS

OF

ASSOCIATION OF OWNERS OF MILL NECK ESTATES, INC.

A New York Not-for-Profit Corporation

ARTICLE I NAME, LOCATION AND PRINCIPAL OFFICE

These are the Amended and Restated By-Laws ("By-Laws") of the Association of Owners of Mill Neck Estates, Inc., a New York not-for-profit corporation, hereinafter referred to as the "Association". The principal office of the Association shall be located in the Town of Oyster Bay, County of Nassau, and State of New York.

ARTICLE II DEFINITIONS

The following words when used in these By-Laws shall, unless the context otherwise prohibits, have the meanings set forth below:

- (a) (a) "Association Property" shall mean those certain areas of land within the Property area which are not Parcels (as herein defined), but instead fee title to which is held by the Association for the common use and enjoyment of the Members. If the Association shall acquire ownership of any Parcel for the benefit of the Members in accordance with these By-Laws, such Parcel shall also become Association Property and shall be referred to herein from time to time as "Acquired Association Property".
- (b) "Board of Directors" shall mean the governing body of the Association, responsible for its affairs;
- (c) "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, Easements, Charges, and Liens as the same may from time to time be amended
- (d) "Homes" shall mean all units of single-family residential housing situated upon the Parcels, but not upon any Association Property;
- (e) "Institutional First Mortgage" shall mean a first mortgage granted to a federal or state savings and loan association, savings bank or commercial bank, a life insurance company, a union pension fund, an agency of the United States Government or the State of New York, or an FHA or a VA approved lender;
- (f) (f) "Lot" shall mean any plot of land (both developed and undeveloped) shown on a certain map entitled "Map of Mill Neck Estates on West Shore Road between Oyster Bay and Bayville, L.I., Nassau County, N.Y., Wm. H. Seaman, C.E., Glen Cove, L.I., August 19, 1925" and filed in the office of the Clerk of Nassau County on September 21, 1925, as Map No. 574 (hereinafter, the "Map of Mill Estates"), but in no event shall a Lot include any Association Property, unless said Lot shall have become Acquired Association Property through its acquisition by the Association for the benefit of the Members in accordance with these By-Laws.
- (g) "Member" shall mean a holder of an Ownership Interest to a Parcel, as reflected in the last Deed of record for said Parcel;
- (h) "Parcel" shall mean any individual Lot or Lot grouping, as the case may be (both developed and undeveloped), described in a deed filed with the Office of the County Clerk, Nassau County (a "Deed");

(i) "Property" shall mean all real property depicted on the Map of Mill Estates;

ARTICLE III PURPOSES

This Association was formed to own, operate, manage, maintain, and control the property of the Association for the benefit of its Members.

ARTICLE IV APPLICABILITY

All present and future Members, their families and their guests, shall be permitted to use the Association Property, subject to these By-Laws.

ARTICLE V USE OF FACILITIES

The Association Property shall be limited to the use of the Members, their family members and their guests. In the event that a Member shall lease or permit another to occupy his or her Home and his or her Parcel on which the Home is located, however, the lessee or occupant shall, at the option of the Member, be permitted to enjoy the use of the Association Property in lieu of, and subject to the same restrictions and limitations as, the Member.

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership; Voting.

(a) The Association shall have one (1) class of membership interest.

(b) One Member vote shall be allocated to each Parcel, regardless of the number of Members holding an Ownership Interest in the Parcel and regardless of the aggregate number of Lots and Parcels owned by said Member(s). The one vote attributable to such Parcel shall be exercised by the majority vote of the Members holding an Ownership Interest in the Parcel. Members may not split or divide their votes on any motion or resolution, except to elect the Directors of the Association.

Section 2. Membership List

a) The Secretary of the Association shall maintain a list of all Members with the street address of each Member's Parcel. Said street address shall be the address for the delivery and receipt of notice from the Association, unless the Member provides to the Secretary written notice of a different address for the purpose of notice hereunder.

b) Any Member who anticipates transferring fee title to his or her Parcel(s) shall notify the Secretary, in writing, of the scheduled date for closing not less than ten (10) days prior to said date.

Section 3. Suspension of Membership. The rights of a Member and his or her respective family members and guests to use and enjoy the Association Property are subject to the payment of Charges, Dues, and Assessments (as applicable) levied by the Board, the obligations of which (as for a Member) are imposed against the Member and becomes a lien upon the Member's Parcel(s) against which such Charges, Dues, and Assessments are made. Upon the suspension of any Member's privileges, the Board shall promptly notify the Member in writing specifying the basis for the suspension and giving the Member 15 days within which to cure the underlying default. If a Member defaults in the payment of any Charges, Dues, and Assessments (as applicable) and fails to cure said default within 15 days past when due, the Board shall prohibit the exercise of any privileges of the Association by such Member, or his or her lessee, family members and guests, until such time as the Member has paid all moneys due by him or her to the Association and is reinstated in good standing in the Association. The Association may also take such other legal action as is permitted by Applicable Law or these By-Laws. In addition to the foregoing, any Member so in default shall lose all voting privileges, shall be ineligible for membership to the Board, and, if on the Board, shall be suspended therefrom until such time as all Charges, Dues, and Assessments, together with late charges, penalties, interest, and expenses, if any, are paid to the Association. The aforesaid notwithstanding, in extreme or emergency circumstances, the Board shall have the power not to invoke the above described suspension. Moreover, in no event shall a Member's (or his or her lessee's, family member's, or guest's) right of ingress and egress to and from his or her Parcel(s) through

the Association Property be curtailed in any manner.

Section 4. Transfer of Membership. Subject to the terms of Article XV, Section 2, Membership in the Association shall be appurtenant to, and may not be transferred except in conjunction with, the lawful sale or conveyance of a Parcel or Parcel. [No Member shall be permitted to sell or convey his or her Parcel(s) unless and until he or she has paid in full all unpaid Charges, Dues, and Assessments, which amounts may be converted by the Board into a judgment or judgments and recorded against the Member and/or his or her Parcel(s) and/or its constituent Lots]. Upon a sale or conveyance, the purchaser of such Parcel(s) shall automatically become a Member, subject to the Certificate of Incorporation, the Declaration and these By-Laws.

ARTICLE VII QUORUM, PROXIES AND WAIVERS

Section 1. Quorum. A quorum for any meeting shall consist of Members representing 25% of the Parcels, present in person or represented by written proxy at said meeting. In the event more than one Member holds an Ownership Interest in a Parcel, the presence of any one or more such Members shall serve to satisfy the quorum requirement that a Member be present to represent the Parcel. In the event a quorum is not present, a lesser number of Members may adjourn action to some future time not less than 6 days, nor more than 20 days, later and the Board shall thereupon mail notice of the adjournment at least 3 days before the adjourned meeting date to each Member entitled to vote who was absent from the meeting adjourned. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 2. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of 51% of the Members present in person or represented by written proxy shall decide any question brought before such meeting. Any such vote shall be binding upon all Members, unless the question is one upon which, by express provision of Applicable Law, the Certificate of Incorporation or these By-Laws, a different vote is required, in which case those express provisions shall govern and control.

Section 3. Right to Vote. Subject to the terms of Article VII, Section 1, Members shall be entitled to vote either in person or by proxy at any meeting of the Association. A proxy shall only be valid for the meeting for which it is given or subsequent adjournments of that meeting.

Section 4. Proxies. All proxies shall be in writing, and shall be filed with the Secretary prior to the meeting at which they are to be used. A notation of such proxies shall be made in the minutes of the meeting. Proxies may not be used to vote on motions presented at meetings or for the election of Directors, except, however, for a proxy assigned by a Member to a bona fide co-owner of his or her Parcel(s) who is also a Member in good standing.

Section 5. Waiver and Consent. Whenever the vote of the membership at a meeting is required or permitted by Applicable Law, or by any provision of the Certificate of Incorporation or of these By-Laws, to be taken in connection with any actions of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 6. Place of Meetings. Meetings shall be held at any suitable place convenient to the Members as may be designated by the Board of Directors in the notice of meeting.

Section 7. Annual Meetings; Regular Meetings. The annual meeting of the membership of the Association shall be held in the month of June each year, on such date as is fixed by the Board of Directors. The Board of Directors shall be elected by ballot of the membership at the annual meeting. The Members may also transact any other business as may properly come before the meeting.

Section 8. Special Meetings. It shall be the duty of the President to call a special meeting of the Association, if directed by the Board of Directors, or upon the presentation to the Secretary of a petition signed by a majority of the Members.

Section 9. Notice of Meetings.

a) It shall be the duty of the Secretary to deliver a notice of each annual or special meeting, stating the purpose of the meeting and the time and place of the meeting, to each Member. The notice shall be given at least 10 days but not more than 40 days prior to the appointed time for the meeting. The delivery of a notice in the manner provided in these By-Laws shall be considered notice served.

b) No business other than that specified in the notice of special meeting shall be transacted at any special meeting of the Members.

c) If the Board of Directors anticipates the need for a Dues or Assessment increase for the upcoming fiscal year of greater than 10% over the Dues or Assessment imposed for the prior fiscal year, a description of the increase shall be included in the meeting notice delivered to the Members, which shall include a brief description and preliminary estimates of such proposed increase. Said notice shall also be required for all Special Assessments. Such an increase must be approved by the Members, subject to the quorum and voting requirements stated in this Article VII.

Section 10. Order of Business. The order of business at all meetings shall be as follows:

- (a) Roll call; and then
- (b) Proof of notice of meeting or waiver of notice; and then
- (c) Reading of minutes of preceding meeting; and then
- (d) Report of officers; and then
- (e) Report of committees; and then
- (f) Appointment of inspectors of election if requested (in the event there is an election of Directors); and then
- (g) Election of Directors (in the event there is an election); and then
- (h) Unfinished business; and then
- (i) New business.

This order of business may be altered or suspended at any meeting by a two-thirds majority vote of the Members present. Any question as to the priority of business shall be decided by the President without debate.

Section 11. Inspectors of Election. If requested, two inspectors of election shall be chosen by the chair of the Board of Directors with the approval of candidates and the Members present. It shall be their duty to act as inspectors of election at the annual meeting.

ARTICLE VIII BOARD OF DIRECTORS

Section 1. Number and Term.

a) The property, affairs, business and concerns of the Association shall be vested in a Board of Directors, consisting of 7 directors ("Directors") who shall be Members of the Association who are, and have been, in good standing for a period of not less than one (1) year prior to the election. The members of the said Board shall, upon election, immediately enter upon the performance of their duties and shall continue in office until their successors shall be duly elected and qualified.

b) At the annual meeting, there shall be an election, by ballot from the Members, of persons to serve as Directors of the Association. All terms of office of Directors shall be for 3 years, except that, at the first annual election of the Association, 2 terms were elected for 1 year, 2 terms for 2 years, and 3 terms for 3 years. Subsequently, Directors have been elected for 3 year terms as each of the preceding terms became vacant. The Secretary shall indicate, in the notice of the meeting, those terms which need to be filled.

Section 2. Nominations. Nominations of Members to serve as Directors shall be made at the annual meeting to fill vacancies. The replacement of duly elected Directors shall be made pursuant to the provisions of Article VIII, Section 3 below.

Section 3. Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, at a special meeting of Directors duly called for this purpose, shall choose a successor from the Members of the Association. Such election shall be held within 60 days after the occurrence of the vacancy. The successor shall hold office for the unexpired term and until the annual meeting at which his or her successor is duly elected and qualified.

Section 4. Removal. Directors may be removed without cause by an affirmative vote of not less than 60 percent of the Members entitled to vote at a meeting of the Members. Any Director who is in arrears or is otherwise in default of any obligations of membership, who fails to cure such default after notice thereof, may be disqualified and removed from the Board by majority vote of the remaining Directors..

Section 5. Powers.

(a) The Board of Directors may exercise all powers of the Association and do all such lawful acts and things as are not, by Applicable Law, the Certificate of Incorporation, or these By-Laws, directed or required to be exercised or done by the Members personally. These powers shall specifically include, but not be limited to, the following items:

1. To hold meetings at such times and places as they may think proper; and
2. To admit Members and suspend or expel them pursuant to Applicable Law, the Certificate of Incorporation, and the terms of these By-Laws; and
3. To appoint committees on particular subjects from the members of the Board, or from other Members of the Association, including, without limitation, a committee for each of the roads, water, and the beach; and
4. To print and circulate documents and publish articles; and
5. To carry on correspondence and communication with other associations interested in community development; and
6. To employ agents, and to devise and carry into execution such other measures as the Board of Directors may deem proper and expedient to promote the objects of the Association and best protect the interest and welfare of the Members; and
7. To determine and impose dues and fees for membership and the use of Association Property, including use of the Association's community and recreational facilities and connection to the Association's water system (hereinafter, "Dues"), and to collect, use, and expense the Dues collected to maintain, care for, and preserve the Association Property; and to pay any charges imposed under any mortgage granted by the Association against any Acquired Association Property in accordance with these By-Laws.
8. To determine and levy assessments ("Assessments" or "Annual Assessments" or "Special Assessments") for operating funds and reserve funds, and to collect, use, and expend the Assessments to cover the cost of operating, repairing, preserving, and maintaining the Association Property, including any Acquired Association Property acquired in accordance with these By-Laws.. The Board of Directors may increase the amount and frequency of payment for any Assessments or vote a Special Assessment in excess of the Annual Assessment amount if required to meet any additional necessary expenses; and
9. To impose fines and penalties not to exceed \$50.00 per month per member that fails to pay Charges Dues and Assessments lawfully directed by the Board Failing to pay same shall be considered a violation of the By-Laws and said fine shall be served and to charge any Member for the costs and expenses caused

to the Association due to said Member's violation including without limitation legal fees (collectively, the fines, penalties and charges being "Charges"), and to use and expend those Charges collected to repair and maintain the Association Property and reimburse the Association for any and all costs and expenses caused to it; and

10. To make repairs, restore, or alter Association Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and

11. To open bank accounts on behalf of the Association, and to designate the signatories to said bank accounts; and

12. To bring and defend actions by or against a Member for matters pertinent to the Association's operation (including, without limitation, for the violation of these By-Laws, to collect delinquent Charges, Dues, and Assessment, and to abate nuisances), and to seek damages (and reasonable costs and attorneys' fees) from the Member and to levy a Special Assessment to pay for the cost of such litigation; and

13. To adopt the Village of Mill Neck Village Code as the Rules and Regulations of the Association (Access: www.millneckvillage.com. "Code Book"; and

14. To (i) employ workmen, janitors, and gardeners, (ii) to purchase supplies and equipment, (iii) enter into contracts, and (iv) generally to have the powers of Directors in connection with the matters set forth in these By-Laws; and

15. To cause to be made all necessary or desirable alterations, additions, or improvements in and to the Association Property. The cost and expense thereof shall constitute a common expense of all Members. Notwithstanding the foregoing, however, whenever in the judgment of the Board, the cost and expense of (i) necessary alterations, additions, or improvements will exceed \$20,000 or (ii) desirable alterations, additions, or improvements will exceed \$5,000 at any one time in any calendar year, such proposed alterations, additions or improvements shall not be made unless first approved by a majority of the Members present at a duly constituted meeting of the Members. All such necessary or desirable alterations, additions, or improvements, as the case may be, costing less in any calendar year than the amount specified above may be made without the approval of the Members; and

16. To obtain and review insurance for the Association; and

(b) Each committee designated by the Board of Directors shall consist of at least three (3) Members, one of whom shall be a Director. To the extent provided in the resolution creating a committee, the committee shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have the power to sign all papers which may be required, provided the resolution shall specifically so provide. Such committee shall have such name as may be determined by resolution adopted by the Board of Directors. Committees established by resolution of the Board of Directors shall keep regular minutes of their proceedings and shall report to the Board as required by it.

17. To contract for and acquire one or more Lots or Parcels in any public or private sale, in connection with the enforcement of any lien imposed by the Association, or to acquire ownership of any Acquired Association Property for the common use and enjoyment and benefit of its Members; to borrow money for the purpose of acquiring and or improving any Acquired Association Property upon terms acceptable to the Board of Directors, and to secure the repayment of any such loans by mortgaging any Acquired Association Property. Notwithstanding the foregoing, the Board of Directors may not acquire, or contract to acquire, or borrow money to acquire any Acquired Association Property without the approval of a two-thirds majority of the entire Membership of the Association, taken at a special meeting of the Members duly called for that purpose.

19. To engage a professional management company to perform or assist in performing

any of the aforesaid powers and duties, at the direction and under the supervision of the Board of Directors.

Section 6. Compensation. Directors and officers shall receive no compensation for their services.

Section 7. Meetings.

(a) The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the Member meeting at which it was elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the Association Members, immediately after the adjournment of said meeting. At that time, the dates, places, and times of regularly scheduled meetings of the Board shall be set.

(b) Regularly scheduled meetings of the Board may be held without special notice.

(c) Special meetings of the Board may be called by the President and on the written request of at least 2 Directors, on 2 days' notice to each Director, either personally or by mail or electronically.

(d) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by Applicable Law, the Certificate of Incorporation, or these By-Laws. If a quorum shall not be present at any meeting of Directors, the Directors present may adjourn the meeting from time to time until a quorum shall be present, without notice other than announcement at the meeting.

(e) Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of that meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board without objection shall be a waiver of notice of that meeting by him. 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.

(f) Members of the Board may participate in a meeting by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear one another and such participation shall constitute presence at such meeting.

Section 8. Annual Statement. The Board of Directors shall annually furnish to all Members: (i) within 90 days of the close of the Association's fiscal year, and when called for by a vote of the Members at any special meeting of the Members, a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Members; and (ii) a notice of the holding of the annual meeting of the Association Members.

Section 9. Fidelity Bonds. The Board of Directors, at its discretion, may require that some or all of the officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be an expense of the Association.

Section 10. Specific Duties. In addition to whatever general duties these By-Laws may impose upon the Board of Directors, the Board of Directors shall have the following specific duties, to:

1. Prepare an estimate of expenses for the Association during the year and render a certificate of Assessment to each Member; and

2. Keep accurate records, including vouchers authorizing payments, which records will show the Assessment, the payments, the dates of payments, and the balance of each Member; and

3. Have copies of said records and vouchers available for examination by the Members at convenient hours on weekdays (Monday through Friday); and

4. Render a written report to all Members summarizing receipts and expenditures at least once

annually; and

5. Keep on file, in the office of the Board of Directors, true copies of the Certificate of Incorporation and By-Laws, which shall be available for inspection by Members during regular business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m.); and

6. Procure fire, liability, and any other insurance as required by Article XII hereof, or that the Board in its discretion deems necessary in the best interests of the Association; the premium for such insurance shall be deemed a common expense of the Association and its Members; and

7. Determine what insurance endorsements or provisions are in the best interests of the Association.

ARTICLE IX OFFICERS

Section 1. Elected Officers. The officers of the Association shall be chosen by the Board of Directors from the Members of the Association and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Assistant Secretaries and Assistant Treasurers and such other officers as in its judgment may be necessary. Two or more offices may be held by the same person.

Section 2. Elections. The Board of Directors, at its first meeting after each annual meeting of Association Members, shall elect from the Members of the Association a President, a Vice-President, a Secretary, and a Treasurer. Only the President must be a member of the Board.

Section 3. Appointed Offices. The Board may appoint such other officers and agents as it shall deem necessary, including a commissioner for each of the Roads, Environmental Affairs, and Beach. These officers shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term. The officers shall hold office for the term to which they are elected or appointed and until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Directors. If any office becomes vacant, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association Members and the Board of Directors, shall be an ex-officio member of all committees designated by the Board of Directors, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect, and shall have such other powers and duties as are usually vested in the office of president of a corporation organized under the Not-for-Profit Corporation Law of the State of New York.

Section 6. The Vice-President. The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. The Vice-President shall have such other powers and duties as are usually vested in the office of vice-president of a corporation organized under the Not-for-Profit Corporation Law of the State of New York.

Section 7. The Secretary. The Secretary shall attend all meetings of the Board and all meetings of the Association Members and shall record all votes and the minutes of all proceedings in a book to be kept for that purpose, and where required shall perform like duties for the committees designated by the Board of Directors. He or she shall give, or cause to be given, notice of all meetings of Association Members and all meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President.

Section 8. The Treasurer. The Treasurer shall have the custody of the Association funds and securities, and shall keep full and accurate chronological accounts of receipts and disbursements in the books of the Association including the vouchers for disbursements. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Association ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association.

He or she shall keep detailed financial records and books of account of the Association, including a separate account for each Member, which among other things shall contain the amount of each Charge, Dues, and Assessment, the date when due, the amounts paid and the balance remaining unpaid.

Section 9. Agreements, etc. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Directors.

ARTICLE X NOTICES

Section 1. Definition. Except as provided in Article VIII, Section 7(c), whenever under the provisions of these By-Laws notice is required to be given to the Board of Directors or to any Director, it shall not be construed to mean personal notice. Notice must be in writing, sent by regular mail, by depositing the same into an official United States Postal Service mailbox in a postpaid sealed wrapper, addressed to the Board of Directors, Director or Member (as the case may be) at the address that appears on the books of the Association.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of these By-Laws, a waiver of notice, signed by the person or persons entitled to notice, whether before or after the time stated in the notice, shall be deemed the equivalent of actual notice.

ARTICLE XI CHARGES, DUES, ASSESSMENTS AND FINANCES

Section 1. Creation of Lien, Personal Obligation for Charges, Dues, and Assessments. Each Member has covenanted to pay to the Association all Charges, Dues, and Annual and Special Assessments made by the Board of Directors upon him or her or his or her Parcel (and/or its constituent Lots), in such manner as directed on the receipt of Charges, Dues, and Assessments sent to the Member by the Treasurer. Such Charges, Dues, and Assessments, together with interest, costs and reasonable attorneys' fees, are both a personal obligation of the Member and a charge and a continuing lien on any non-paying Member's Parcel(s) and/or its constituent Lot(s). As provided in Article VI, Section 4, the Board shall have authority to convert said Charges, Dues, and Assessments into a judgment recordable against the Member and/or the Member's Parcel(s) and/or its constituent Lot(s). Under no circumstances may a Member avoid liability for the payment of such Charges, Dues, and Assessments by refraining from using the Association Property, by abandoning his or her Parcel(s), or by any other means.

Section 2. Use Proceeds of Charges, Dues, and Assessments. The proceeds of the Association Assessments shall be used to promote the recreation, enjoyment, health, safety, and welfare of the Members and other residents of the Property as a community, and in particular to maintain and operate the Association Property. The proceeds shall be used for, including, without limitation, all or any portion of the purchase price of any Acquired Association Property; the payment of taxes and insurance, the making of mortgage payments, including principal, interest and other charges due under mortgages against any Acquired Association Property; the payment of taxes and insurance, the making of repairs, replacements and additions, and the paying for the cost of labor, equipment, materials, management and supervision.

Section 3. Basis of Assessments. Assessments shall be levied against a Member on a per Lot or, if so determined by the Board, a per Parcel (both developed and undeveloped) basis, and may be payable either in one lump sum or in installments, as the Board of Directors shall determine; provided, however, that the Board shall give each Member not less than 60 days' written notice prior to the date upon which a Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Board of Directors shall have all rights and remedies for the collection of Special Assessments as are provided for in the collection of Charges, Dues, and Annual Assessments hereunder.

Section 4. Annual Assessment Due Dates. The Board of Directors shall notify each Member of the

amount of his or her Annual Assessment at least 30 days before the date when the first installment payment of that Assessment is due.

Section 5. Failure to Pay Charges, Dues, and Assessments; Effect, Remedies of the Association. Any Charges, Dues, or Assessments of whatever kind not paid by the 15th day after its due date shall be in default and shall bear interest from the due date at the highest rate permitted by Applicable Law. [The Association may record a lien against the Member's Lot(s) and Parcel(s), institute an action at law to recover from the Member or former Member personally obligated to pay any such Charge, Dues, or Assessment, convert the Charge, Dues, or Assessment into a judgment against the Member and recordable against the Member's Parcel, foreclose the lien against the Lot(s) and/or Parcel(s) involved, and/or take any other action available under Applicable Law]. [In the event a judgment is obtained, such judgment shall include interest on the Charge, Dues, and/or Assessment as above provided, attorneys' fees and the costs of the action. In such event, the Member shall be personally liable for interest due, reasonable attorneys' fees, and the costs of litigation, including, but not limited to, court costs, filing fees, postage, delivery expenses, reasonable attorney's fees, and expert fees].

Section 6. Subordination of the Lien to Mortgages. The lien of the Charges, Dues, and/or Assessments upon any Parcel (or its constituent Lot(s)) shall be subordinated to the lien of any Institutional First Mortgage. The aforementioned notwithstanding, when any Parcel is sold or transferred pursuant to the foreclosure of such mortgage, or any proceeding in lieu thereof, the lien of all Charges, Dues, and/or Assessments whose payments become due after the execution of such mortgage but before such sale or transfer shall, to the extent there are funds available, be satisfied from the sales proceeds. No sale or transfer of any other kind shall affect the Charges, Dues, and/or Assessment lien, in the event it is not fully satisfied. Payment of any Charges, Dues, and/or Assessment which become due after any foreclosure sale or transfer shall continue to be a lien. Liens arising out of Charges, Dues, and/or Assessments which have not been satisfied pursuant to this Section shall continue to be the personal obligation of the Member or former Member who was the owner of the Parcel at the time the Charges, Dues, and/or Assessment fell due.

Section 7. Checks. All checks or demands for money and notes of the Association shall be signed by the President and Treasurer, or by such other person or persons as the Board of Directors may designate.

Section 8. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account", into which shall be deposited the operating portion of all installments of Annual Assessments and all Special Assessments as fixed and determined for the Members. Disbursements from that account shall be for the general needs of the Association, including, but not limited to, wages, repairs, betterments, maintenance, and other common operating expenses of the community and recreational facilities.

Section 9. Other Accounts. The Board shall maintain any other accounts, including a Reserve Fund account, it shall deem necessary to carry out its purposes. If a Reserve Fund account is created, the funds therein shall only be used for (i) replacement of capital items, (ii) infrequent and expensive Association Property assets, maintenance, repair, and replacement costs, and (iii) other capital expenditures.

ARTICLE XII INSURANCE

The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance: (i) fire insurance with extended coverage, water damage, vandalism, and malicious mischief endorsements, insuring all of the improvements to the Association Property (but not including furniture, furnishings, or other personal property supplied or installed by Members), covering the interest of the Board of Directors and all Members, as their interest may appear, in an amount equal to the full replacement value of all of the improvements; and (ii) such other insurance as may be required by law or as the Board of Directors may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Directors.

The Board of Directors shall also maintain public liability insurance in such amounts combined single limit and in annual aggregate limit as the Board shall determine, to the extent obtainable, covering each member of the Board of Directors and each Association Member, lessee, and occupant against liability for any negligent act or commission or omission attributable to them which occur on or in the Association Property.

All insurance premiums for such coverage shall be paid for by the Association.

ARTICLE XIII INDEMNIFICATION

Section 1. Indemnification to Officers and Directors. To the fullest extent allowed by law, the Association shall indemnify any person made a party to an action (other than by or in the right of the Association to procure a judgment in its favor) by reason of the fact that he or she is or was or has agreed to become a Director or officer of the Association against the reasonable expenses, including attorneys fees, actually and necessarily incurred by him or her in connection with the defense of such action, or in connection with an appeal therein, except in relation to matters as to which such Director or officer is adjudged to have breached his or her duty to the Association, as such duty is defined in Section 717 of the Not-For-Profit Corporation Law. To the extent allowed by law, the Association shall also indemnify any person made, or threatened to be made, a party to an action or proceeding (other than one by or in the right of the Association to procure a judgment in its favor), whether civil or criminal, including an action by or in the right of any other corporation, domestic or foreign, which he or she served in any capacity at the request of the Association by reason of the fact that he or she was a Director or officer of the Association or served it in any capacity against judgment, fines, amounts paid in settlement, and reasonable attorneys fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such Director or officer acted in good faith for a purpose which he or she reasonably believed to be in the best interests of the Association and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his or her conduct was unlawful.

Section 2. Indemnification to Employees and Agents. The Association may, to the extent authorized from time to time by the Board, provide indemnification to employees or agents of the Association who are not officers or Directors of the Association with such scope and effect as determined by the Board, or such committee.

Section 3. Indemnification to Others. The Association may indemnify any person to whom the Association is permitted by Applicable Law to provide indemnification or the advancement of expenses, whether pursuant to rights granted pursuant to, or provided by, Applicable Law or other rights created by (i) a resolution of the Members, (ii) a resolution of Directors, or (iii) an agreement providing for such indemnification, it being expressly intended that these By-Laws authorize the creation of other rights in any such manner.

Section 4. Other Rights. The right to be indemnified and the right to the reimbursement or advancement of expenses incurred in defending a proceeding in advance of its final disposition authorized by this Article XIII shall not be exclusive of, nor a limit on, any other right which any person may have or hereafter acquire under Applicable Law or by provision of the Certificate of Incorporation, these By-Laws, agreement, vote of the Members or disinterested Directors, or otherwise.

Nothing contained in this provision shall limit any right to indemnification to which any Director or any officer may be entitled to under contract or under any law now or hereinafter enacted.

ARTICLE XIV AMENDMENTS

These By-Laws may be altered, amended, or added to at any duly called meeting of Members at which a quorum is present, provided: (a) that the notice of the meeting shall contain a full statement of the proposed amendment and shall be submitted by mail to the address of record for each Member at least 10 days but not more than 40 days before the time of the meeting which is to consider the change; and (b) that the amendment shall be approved by the vote of 51% of the Members present or represented by written proxy at said meeting. No amendment, however, shall affect or impair the validity or priority of the Members' interests.

ARTICLE XV SELLING, LEASING, MORTGAGING AND GIFTS OF PARCELS

Section 1. Selling, Leasing and Mortgaging Parcels. Any Parcel may be conveyed or leased by a Member free of any restrictions, except that [no Member shall convey, mortgage, pledge, hypothecate, sell, or lease his or her Parcel(s) unless and until all judgments and liens for unpaid Association Charges, Dues, and/or Assessments

filed against the Member's Parcel(s) (or its constituent Lots) have been paid in full. Such unpaid amounts, however, may be paid out of the proceeds from the sale or refinance of a Parcel. Any sale or lease of a Parcel in violation of this section shall be voidable at the election of the Board of Directors]. Upon the written request of a Member, the Board or its designee shall furnish a written statement of the unpaid Charges, Dues, and/or Assessments due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but unlisted thereon. A reasonable charge may be made by the Board for the issuance of such statement.

The provisions of this section shall not apply to the acquisition of a Parcel by a mortgagee who shall acquire title to such Parcel by foreclosure of an Institutional First Mortgage or by deed in lieu of foreclosure of an Institutional First Mortgage. In such an event, any Charges, Dues, and/or Assessments which become due after the acquisition of title to said Parcel by the mortgagee shall be deemed waived by the Association as a common expense, except, however, to the extent the Parcel is leased by the Mortgagee and the Parcel becomes occupied for residential purposes, in which event all obligations for the payment of Charges, Dues, and/or Assessments shall once again become effective as to the Parcel and its occupants as of the date said occupancy commences.

Whenever the term "Parcel" is referred to in this Section, it shall include the Parcel (and its constituent Lots), the Member's interest in the Association, and the Member's interest in any property acquired by the Association.

Section 2. Gifts, etc. Any Member may convey or transfer his or her Parcel(s) by gift during his or her lifetime or devise his or her Parcel(s) by will or pass the same by intestacy without restriction. However, the recipient of that Parcel(s) shall be responsible for all unpaid Charges, Dues, and/or Assessments which are due or overdue.

ARTICLE XVI GENERAL PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 2. Seal. The Association seal shall be inscribed with the name of the Association and the year of its incorporation under the laws of the State of New York. The seal may be used by causing it or a facsimile of it to be impressed, affixed, or in any manner reproduced.

Section 3. Examination of Books and Records. Each Member, or his or her respective representative, shall be entitled to a reasonable examination of the books and records of the Association at any reasonable time upon reasonable notice to the Board of Directors. The Certificate of Incorporation and the By-Laws of the Association shall be available for inspection during regular business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m.) by any Member at the principal office of the Association.

Section 4. Subject to Applicable Law. In the case of any conflict between these By-Laws and applicable New York State law, the Town of Oyster Bay Town Code, and the Village of Mill Neck Village Code (collectively, "Applicable Law"), the Applicable Law shall control.

Section 5. Venue. In the event of a dispute hereunder, any action or proceeding which a Member may commence against the Association shall be brought in the Supreme Court of the State of New York, County of Nassau. Should the Association prevail in any such action or proceeding, the Member shall be personally liable to the Association for the payment of its costs of litigation, including, but not limited to, court costs, filing fees, postage, delivery expenses, reasonable attorney's fees, and expert fees.

Section 6. Construction. Whenever the masculine or singular form of pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context requires.

In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate of Incorporation shall control.

Section 7. Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Dated: Mill Neck, New York
October 24, 2012

Dated: Mill Neck, New York
Revised June 14, 2017

Dated: Mill Neck, New York
Revised June 26, 2024