

EXHIBIT G

JEREMY M. GLAPION
1704 MAXWELL DRIVE
WALL, NEW JERSEY 07719



GLAPION LAW FIRM
TEL. 732-455-9737
JMG@GLAPIONLAW.COM

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Via Email

**Re: Objection and Notice of Legal Deficiencies in Member Conduct
Resolution Draft (July 31, 2026)**

Dear Mr. Hasko and Mr. Polulak:

I write further to my letter of July 6, 2026, having now reviewed the revised Member Conduct Resolution dated July 31, 2026.

I appreciate that the Board has withdrawn the Social Media Policy. I also note that the revised Conduct Policy no longer asks the Board to adjudicate defamation, misrepresentation, or disclosure of confidential information, and no longer contains the prior statement that a violation "does not require a legal finding of defamation, harassment, or other unlawful conduct." These are meaningful improvements.

The addition of ¶ 1.g, however, undoes these positive changes and goes further in the wrong and unlawful direction than the previous social media policy.

1. Paragraph 1.g reinstates the withdrawn policy in broader form.

My prior letter objected that ¶¶ 1.c.3-5 contained no locational limit, and therefore backdoored the Social Media Policy under a different heading. The revised draft resolves that ambiguity in the opposite direction from the one I proposed. Paragraph 1.g now provides that the Policy "applies regardless of where the communication originates or is received," and reaches communications "transmitted orally, in writing, electronically, or digitally," whether directed to an individual or "distributed to a group or broader audience."

This both incorporates and expands upon the social media policy. It is no longer confined to statements made in a forum accessible to the public or the membership. It now reaches private communications as well.

Whatever argument previously existed that §§ 1.c.3-5 could be read to carry an implied on-premises limitation (which I dispute, but for the sake of discussion), § 1.g forecloses it. The Board has now said expressly that location is irrelevant.

2. The Bylaws require more than a “substantial connection”.

Article VI, § 1(n) authorizes rules "relative to the operation, use and occupancy of the units, common elements and Association facilities." That is a nexus to *property*. Paragraph 1.g substitutes a nexus to *subject matter*: whether the communication has "a substantial connection to the Association, its operations, or the community."

Those are not the same thing. A Facebook post criticizing the Board's spending has an obvious subject-matter connection to Association operations. It has no connection whatsoever to any person's use or occupancy of a unit, a common element, or an Association facility. The Bylaws confer authority over the latter. § 1.g claims authority over the former.

The result is that § 1.g's limiting principle operates as a targeting mechanism. A resident's post about the weather has no "substantial connection to the Association" and is unregulated. A resident's post about the Association's finances, its vendors, its counsel's fees, or the conduct of an election is squarely covered. The provision filters *for*, rather than away from, precisely the category of speech *Dubliner* and *Mazdabrook* protect most strongly. A rule cannot be saved by a nexus requirement that is satisfied only by protected criticism.

3. 1.g cannot be reconciled with § 3.

§ 3.c provides that a communication that is "critical, negative, controversial, unpopular, embarrassing, persistent, or causes discomfort or offense shall not, standing alone, constitute a violation." Paragraph 1.g authorizes the Board to weigh "frequency" and "cumulative effect."

Read together, persistence is not a violation standing alone — but persistence combined with the Board's own assessment of "incivility" under § 1.c.4 is. That is a course-of-conduct theory, and its practical effect is to convert sustained criticism of the Board into a sanctionable pattern. Whatever protection § 3.c appears to offer is withdrawn by the subsection that precedes it.

The same is true of "content" and "audience." § 3.a states that the Policy "is intended to regulate conduct, not viewpoints or opinions," and § 3.e requires viewpoint-neutral enforcement. § 1.g expressly authorizes the Board to consider "the communication's content" and its "audience." A standard that turns on what was said, and on how many people heard it, is not a conduct rule.

4. The defects identified in my prior letter remain, and § 1.g compounds several of them.

- a. §§ 1.c.3-5 still contain no locational or forum limitation. The fix I proposed — limiting them to conduct occurring on Association property or directed at employees and vendors in the performance of their duties — was not adopted. § 1.g instead confirms that no such limit exists.
- b. § 1.c.10 still punishes an outcome rather than conduct, for the reasons stated in my prior letter.
- c. § 1.c.11's catch-all, combined with § 1.f's declaration that the enumerated acts are "illustrative and not exhaustive," still permits fines for conduct no rule identifies in advance.
- d. § 1.f still makes the Board the sole arbiter of whether communications directed at the Board are "uncivil." § 1.g worsens this considerably: the Board is now expressly authorized to weigh the content, audience, frequency, and cumulative effect of speech about itself, under a standard it defines case by case.
- e. § 1.e makes Members responsible for the conduct of their tenants, guests, and other residents. Read together with § 1.g, a Member is now subject to fines for another adult's social media post made from anywhere in the world. Guest-conduct liability is a familiar and reasonable feature of rules governing pools, parking, and common facilities, because the Member controls access to the premises. That rationale has no application here.

5. The Fines Schedule contradicts § 1.g and makes its consequences severe.

I have also reviewed the Enforcement and Fines Schedule for Violations, Draft 07/31/2026. Five points warrant the Board's attention.

First, § II.2 of the Fines Schedule provides that Unit Owners are responsible for the conduct of residents, occupants, family members, tenants, guests, visitors, agents, and pets "while such persons or pets are on the Association's property." That is an express on-premises limitation, contained in the instrument that supplies the fining mechanism for the Conduct Policy. § 1.g says the opposite: the Policy applies "regardless of where the communication originates or is received." Both cannot be given effect. If § II.2 controls, § 1.g cannot support a fine against a Member for another person's off-premises communication. If § 1.g controls, the Board should say so expressly and explain the authority for it, because the limitation the Board's own counsel wrote into § II.2 will otherwise be read as the Association's understanding of the scope of its fining power.

Second, § III.2 classifies "harassment, intimidation, abusive conduct toward residents, staff, management, or vendors" as a Severe Violation. Severe Violations may be escalated immediately at the

Board's sole discretion, and each day a Severe Violation continues may be treated as a separate violation subject to a fine of up to \$500.00. Read together with ¶ 1.g, a single social media post the Board deems "abusive" would be sanctionable from the first day, without the courtesy notice afforded to Standard Violations, and potentially as a continuing violation for every day it remains accessible. I ask the Board to state on the record whether it intends that a communication constitutes a continuing violation for so long as it remains posted.

Third, § IV.1 authorizes the Board to suspend a Unit Owner's right to vote on Association matters. Under ¶ 1.f, the Board decides whether a communication is "uncivil." Under ¶ 1.g, that determination now reaches communications made anywhere, including criticism of the Board itself. Combined with § IV.1, the Board may respond to criticism of the Board by stripping the critic of the vote — including the vote for the Board. A rule that permits the governing body to disenfranchise the members most critical of it cannot be described as viewpoint-neutral, whatever ¶ 3.e says. *Dubliner* concerned the distribution of campaign materials in advance of a board election; the Court's concern was precisely that a board should not control speech bearing on its own selection.

Fourth, § II.8 of the Fines Schedule is numbered but contains no text. I ask that § II.8 be completed or removed.

Fifth, § VI.1 states the resolution "is retroactive." I ask that the Board clarify whether § VI.1 is intended to mean only that the Resolution applies to existing Owners, Tenants, and Residents, or whether it is intended to permit enforcement based on conduct predating adoption.

6. UPEPA exposure now attaches to this policy.

The fee-shifting concern raised in Section 4 of my prior letter was directed at the Social Media Policy. With the adoption of ¶ 1.g, it applies to this one. Any judicial enforcement effort against a communication concerning Association governance invites a motion under N.J.S.A. § 2A:53A-49, *et seq.*, and a fee award payable from Association funds.

7. Request.

I ask that ¶ 1.g be stricken in its entirety. Its subject matter is beyond the Board's delegated rulemaking power for the reasons set forth in Section 1 of my July 6 letter, and it cannot be narrowed into consistency with either § 1(n) or Section 3 of the Policy itself.

I further ask that §§ 1.c.3-5 be expressly limited to conduct occurring on Association property or directed at employees, vendors, and contractors in the performance of their duties; that ¶ 1.c.10 and ¶ 1.c.11 be deleted; and that the final sentence of ¶ 1.f be deleted.

I further ask that, if ¶ 1.g is retained in any form, the Board reconcile it with § II.2 of the Fines Schedule and identify which provision governs.

Please treat this letter, together with my letter of July 6, 2026, as notice that the validity of the updated conduct policy is disputed, and preserve all records relating to its drafting, the advice received concerning it, and any enforcement under it.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Glapion". The signature is written in a cursive, flowing style.

Jeremy M. Glapion