

Prepared by:

  
ERIC D. MANN, ESQ.

**AMENDED BY-LAWS FOR  
CRANBERRY CREEK HOMEOWNERS ASSOCIATION, INC.**

These Amended By-Laws for the Cranberry Creek Homeowners Association, Inc. made this 1st day of November, 2019 by the Cranberry Creek Homeowners Association, Inc., a New Jersey not-for-profit corporation located in Little Egg Harbor Township, Ocean County, New Jersey.

**WITNESSETH:**

WHEREAS, the By-Laws for the Cranberry Creek Homeowners Association, Inc. were filed along with the original Declaration of Restrictive and Protective Covenants for that certain real property located in the Township of Little Egg Harbor, County of Ocean, and State of New Jersey, recorded on April 28, 2003 in the Office of the Recording Officer of Ocean County Book 11372 of Deeds at page 0087, et seq.; and

WHEREAS, consistent with the terms of the Declaration and By-Laws of the Association, the question of amending the By-Laws was presented to the membership; and

WHEREAS, the Association received ballots from 183 members constituting a quorum as required in the By-Laws, and having received an affirmative vote of 176 "yeas" and 7 "nays", the amendment to the By-Laws was approved by the membership consistent with the terms of the Declaration and By-Laws adequate to ratify the Amended By-Laws; and

WHEREAS, an open meeting of the Board was held on August 13, 2019 at which time the formal vote tally was reviewed, acknowledged and finalized, and the passage of the Amendment to the By-Laws was affirmed;

NOW, THEREFORE, in accordance with the Declaration and By-Laws of the Cranberry Creek Homeowners Association, Inc., the By-Laws are hereby amended as follows:

1. All articles of the By-Laws are hereby amended and revised as set forth herein.
2. All exhibits referenced in the Amended By-Laws shall refer to those exhibits as originally recorded with the Declaration or By-Laws recorded on April 28, 2003 and are incorporated by reference herein.
3. To the extent that there is any conflict in the provisions of these Amended By-Laws and any previously recorded amendments or the original By-Laws, the terms of these Amended By-

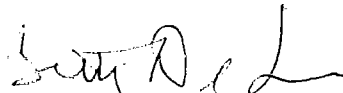
Laws shall prevail and all previous By-Laws and amendments thereto are hereby revoked in their entirety.

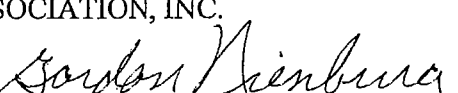
4. These Amended By-Laws shall be effective upon recording in the Ocean County Clerk's Office.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed, sealed and delivered by its Board of Trustees the day and year first above written.

ATTEST:

CRANBERRY CREEK HOMEOWNERS  
ASSOCIATION, INC.

  
Betty DeLuca, Secretary

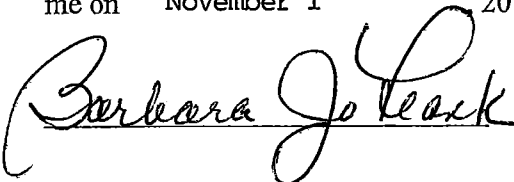
By:   
Gordon Nienburg, President

STATE OF NEW JERSEY; COUNTY OF OCEAN: ss.

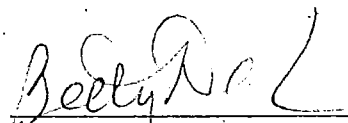
I CERTIFY that on November 1, 2019, Betty DeLuca + Gordon Nienburg personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of the Cranberry Creek Homeowners Association, Inc., the corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Gordon Nienburg, the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Sworn to and subscribed before  
me on November 1 2019.



BARBARA JO FLANK  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 8, 2021

  
Betty DeLuca  
Secretary, Attesting Witness

Record and return to:  
Hyberg White & Mann  
2111 New Road, Suite 105  
Northfield, NJ 08225

**AMENDED BY-LAWS OF**

**CRANBERRY CREEK**

**HOMEOWNERS' ASSOCIATION, INC.**

**August 2019**

## Table of Contents

ARTICLE I - NATURE OF BY-LAWS AND DEFINITIONS .....	6
Section A. Intended Use .....	6
Section B. Definitions by Intended Use .....	6
Section C. Definitions by Incorporation from the Declaration .....	7
ARTICLE II – MEMBERSHIP AND VOTING RIGHTS .....	7
Section A. Membership .....	7
Section B. Voting Rights .....	7
Section C. Good Standing .....	7
Section D. Interest in the Common Property .....	7
Section E. Rights of Membership .....	8
Section F. Suspension of Rights .....	8
Section G. Proxies and Absentee Ballots .....	8
ARTICLE III - MEETINGS OF MEMBERS .....	8
Section A. Place of Meetings .....	8
Section B. Annual Meetings .....	8
Section C. Special Meetings .....	9
Section D. Notice of Meetings .....	9
Section E. Adequate Notice .....	9
Section F. Annual Posting of Open Meetings .....	10
Section G. Quorum .....	10
Section H. Organization .....	10
Section I. Voting .....	10
Section J. Good Standing .....	10
Section K. Judges .....	10
Section L. Conduct of Meeting .....	10

Section M. Minutes .....	11
Section N. Ballot by Mail .....	11
Section O. Consent Without a Meeting .....	11
ARTICLE IV – BOARD OF TRUSTEES .....	12
Section A. Qualifications .....	12
Section B. Number .....	12
Section C. Term of Office .....	12
Section D. Removal of Members of the Board .....	13
Section E. Vacancies .....	13
Section F. Meeting of the Board; Notice to Trustees; Waiver of Notice .....	13
Section G. Quorum and Adjourned Meetings .....	13
Section H. Joinder in Meetings by Approval of Minutes .....	13
Section I. Non-Waiver .....	14
Section J. Consent in Lieu of Meeting and Vote .....	14
Section K. Meetings Open to Lot Owners; Notice .....	14
ARTICLE V - POWERS AND DUTIES OF BOARD OF TRUSTEES .....	14
Section A. General Powers and Privileges .....	14
Section B. Duties and Responsibilities .....	16
ARTICLE VI - FISCAL MANAGEMENT .....	18
Section A. Common Receipts .....	18
Section B. Determination of Common Expenses .....	19
Section C. Disbursements .....	19
Section D. Depositories .....	19
Section E. Accounts .....	19
Section F. Reserves .....	19
Section G. Notice .....	20
Section H. Annual Common Expense Assessment Note Made .....	20
Section I. Acceleration of Assessment Installment upon Default .....	20
Section J. Interest and Counsel Fees .....	20

Section K. Power of Attorney to Institutional Lender .....	21
Section L. Annual Audit .....	21
Section M. Examination of Books .....	21
ARTICLE VII - OFFICERS .....	21
Section A. Designation .....	21
Section B. Election of Officers .....	21
Section C. Removal of Officers .....	21
Section D. President .....	21
Section E. Vice President .....	21
Section F. Secretary .....	21
Section G. Treasurer .....	22
Section H. Other Duties and Powers .....	22
Section I. Eligibility of Trustees .....	22
ARTICLE VIII - COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS, TRUSTEES AND COMMITTEE MEMBERS .....	22
Section A. Compensation .....	22
Section B. Indemnification .....	22
Section C. Exculpability .....	22
ARTICLE IX - COMMITTEES .....	22
Section A. Standing Committees .....	23
Section B. Ad Hoc Committees .....	23
Section C. Regular Committees .....	23
Section D. Powers and Authority .....	23
Section E. Alternative Dispute Resolution Committee .....	23
Section F. Architectural Review Committee .....	23
Section G. Finance Committee .....	24
ARTICLE X - FISCAL YEAR AND CORPORATE SEAL .....	25
ARTICLE XI - MISCELLANEOUS .....	25
Section A. Notices .....	25

Section B. Invalidity.....	25
Section C. Waiver .....	25
ARTICLE XII – AMENDMENTS .....	26
ARTICLE XIII - ENFORCEMENT OF ASSOCIATION BY-LAWS, RULES AND REGULATIONS .....	26
Section A. Enforcement Power .....	26
Section B. Endangerment .....	27
ARTICLE XIV - CONFLICT .....	27
Section A. Conflict .....	27
Section B. Invalidity .....	27
ARTICLE XV – CIVIL ACTION FOR DAMAGES .....	27

**AMENDED BY-LAWS OF  
CRANBERRY CREEK HOMEOWNERS' ASSOCIATION, INC.**

**These Amended By-Laws supersede any previous By-Laws adopted by the Association.**

**ARTICLE 1 – NATURE OF BY-LAWS AND DEFINITIONS**

**Section A. Intended Use.** These By-Laws are intended to govern the administration of CRANBERRY CREEK HOMEOWNERS' ASSOCIATION, INC. (the Association), a non-profit corporation organized under Title 15A of the Revised Statutes of New Jersey, together with the management, administration, utilization and maintenance of the property described in the Declaration.

**Section B. Definitions by Intended Use.** The following words and terms shall have the following meanings:

1. 'Annual Operating Budget(s)' shall refer to the annual budget prepared by the Board of Trustees regarding anticipated revenue and expenses for the ensuing fiscal year.
2. 'Association' shall refer to the Cranberry Creek Homeowners' Association, Inc.
3. 'Board of Trustees' or 'Board' is the governing body, consisting of five Trustees of the Association.
4. 'By-Laws' shall refer to the By-Laws of the Association as may be amended from time to time.
5. 'Certificate of Incorporation' shall refer to the Certificate of Incorporation of the Cranberry Creek Homeowners' Association Inc. in the documents provided upon purchase of the Dwelling.
6. 'Committee' shall refer to a group created to assist the Board in performing its official functions. There will be three types of Committees: Standing, Ad Hoc, and Regular.
7. 'Common Property' shall refer to all portions of the Property, exclusive of the Lots, owned by the Association as set forth in the Declaration that include, but are not limited to, the Clubhouse, outdoor pool and veranda, roofed picnic area, one tennis court, two bocce courts, two horseshoe pits, parking areas, internal roadways of the Property, storm water basins, and passive recreational areas commonly shared and used by the Lot Owners and guests.
8. 'Common Expenses' shall refer to the estimated or actual costs for the operation, repair and maintenance of the Common Property and the Association.
9. 'Community' shall refer to all Members, Residents, Dwellings and Common Property of Cranberry Creek.
10. 'Declaration' refers to the Declaration of Restrictive and Protective Covenants in the documents provided upon purchase of the Dwelling.
11. 'Dwelling' shall mean the single family residential structure constructed on a specific Lot.



12. 'Good Standing' refers to the status of the individual Lot Owner(s) as defined in N.J.S.A. 45:22A-23 and as provided in Article II, Section C.
13. 'Lot' shall mean the individual residential building lot, one of 288 in the Cranberry Creek Homeowners' Association.
14. 'Lot Owner' shall mean and refer to the owner recorded on deed.
15. 'Member' refers to those Lot Owners who are members of the Association as provided in the Certificate of Incorporation and the Declaration.
16. 'New Business' shall refer to business brought before the Board that has not been on the agenda of a regular meeting in the prior three months.
17. 'Old Business' shall refer to current business brought before the Board for updates, completions, etc., that has been on the agenda at least once in the prior three months.
18. 'Residents' are those who reside in Cranberry Creek but are not Members; examples include renters or adult children.
19. 'Voter' refers to Members who are in Good Standing with the Association. There is but one vote for each Lot.

**Section C. Definitions by Incorporation from the Declaration.** Unless it is plainly evident from the context that a different meaning is intended, all definitions set forth in the Declaration are incorporated herein by reference. In the event that there is any conflict with Section B above, the definitions contained in the Declaration shall prevail.

## **ARTICLE II – MEMBERSHIP AND VOTING RIGHTS**

**Section A. Membership.** Every Lot Owner shall be a Member of the Association, subject to the provisions of these By-Laws, the Declaration and any rules and regulations promulgated by the Board. Membership in the Association shall lapse and terminate when any Member shall cease to be the record owner of the Lot.

**Section B. Voting Rights.** There shall be two hundred eighty-eight (288) votes in the Association of equal weight representing one vote per Lot, regardless of the number of owners or co-owners of the Lot.

**Section C. Good Standing.** "Good Standing" means the status solely with respect to eligibility to (1) vote Association elections, (2) vote, per Lot, to amend the Association's governing documents, and (3) nominate or run for any membership position on the Board of Trustees, applicable to an Association member who is current on the payment of common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed and which Association member has not failed to satisfy a judgment for common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed. An Association member is in Good Standing if he is in full compliance with a settlement agreement with respect to the payments of 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 either through a valid alternative to litigation or through a pertinent court action.

**Section D. Interest in the Common Property.** Each Lot Owner shall have a membership interest in the Association and an ownership interest in and to the Common Property equal to and in proportion with the number of votes which the Member holds pursuant to Section B of this Article. Such interest shall be appurtenant to and indivisible from ownership of the Member's Lot. Each Lot Owner who is entitled to

membership in the Association pursuant to these By-Laws shall be privileged to use and enjoy the Common Property subject to the right of the Association to promulgate rules and regulations governing such use and enjoyment, and subject further to the provisions of Section E of this Article, the Declaration, the Certificate of Incorporation and any amendments to the foregoing.

**Section E. Rights of Membership.** Every person who is entitled to membership in the Association, pursuant to the provisions of the Certificate of Incorporation and these By-Laws shall be privileged to use and enjoy the Common Property, subject however to the right of the Association to:

1. Promulgate, adopt, publish and enforce Rules and Regulations governing such use and enjoyment;
2. Suspend the use and enjoyment of the Common Property as provided in Section F of this Article II; and
3. Transfer, grant or obtain easements, licenses and other property rights with respect to all or part of the Common Property.

**Section F. Suspension of Rights.** The membership rights of any Lot Owner (including, but not limited to, the right to vote) may be suspended by action of the Board during the period when such Lot Owner's assessments remain unpaid; but upon payment of such assessments, the Member's rights and privileges shall be automatically restored. If the Board has adopted and published rules and regulations governing the use of the Common Property and the personal conduct of persons thereon, the Board may, in its discretion, suspend the rights and privileges of any such person for violations of any such rules and regulations for a period not to exceed thirty days. If any such violation continues, any such rights and privileges may be suspended indefinitely until the violation is abated. No such action shall be taken by the Board until the Lot Owner is afforded an opportunity for a hearing consistent with the principles of due process of law (See Alternative Dispute Resolution, Article IX Sec. E).

**Section G. Proxies and Absentee Ballots.** Proxy and absentee ballots shall be permitted with respect to all elections and all amendments to the Certificate of Incorporation, the Declaration, these By-Laws, or any other matter to come before a meeting of the membership of the Association. All proxies and absentee ballots shall be in writing, signed by the individual Member (or in the case of joint Lot Owners, by any one of them), or by their duly authorized representative(s), and delivered to the Secretary of the Association, or such other person as the President may designate, at least twenty-four hours prior to the commencement of the meeting at which ballots are to be cast. Proxies may be revoked at any time prior to the opening of the polls and no proxy shall be valid on after eleven months from the date of its execution unless the proxy provides for a longer period which, in no event, can exceed three years from the date of its execution. All proxies and absentee ballots shall be substantially in the form prescribed by the Board, and if not in such form, shall be deemed invalid which determination shall be made in the sole and absolute discretion of the Board.

### ARTICLE III – MEETINGS OF MEMBERS

**Section A. Place of Meetings.** All meetings of the Members of the Association shall be held at 41 Briarwood Drive, or at such other place or time convenient to the Members as designated by the Board, and shall be governed substantially and procedurally consistent with New Jersey Law and these By-Laws.

**Section B. Annual Meetings.** All regular Annual Meetings of the Members of the Association shall be held, to the extent possible, in January of each year on a date designated by the Board from year to year. At the Annual Meeting the election of Trustees shall take place. If the election of Trustees shall not be

held at the Annual Meeting or at any adjournment of such meeting, the Board shall cause the election to be held at a Special Meeting as soon thereafter as may be convenient. At such special meeting the Members may elect the Trustees and transact other business with the same force and effect as at an Annual Meeting duly called and held. All proxies and absentee ballots validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or Special Meeting, and new proxies or absentee ballots may be received for any such subsequent meeting.

Notwithstanding the above, if at any Annual Meeting where an election is to be conducted there are an equal or lesser number of candidates running than the number of vacant seats on the Board the formalities for the election shall be waived and those candidates duly nominated and running shall be elected by acclamation vote of the Members present at such meeting and in such case no quorum need be established nor ballots counted.

**Section C. Special Meetings.** Special Meetings of Members shall be called by the President when required by these By-Laws, or may be called by the President whenever such a meeting is advisable, or shall be called by the Secretary when so ordered by the Board, or upon the written request of Members representing not less than twenty-five percent of all the votes entitled to be cast at such meeting. Such request shall state the purposes of such meeting and the matters proposed to be acted upon. Unless Members representing at least fifty percent of all votes entitled to be cast request such a meeting, no Special Meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Members held during the preceding twelve months, which determination shall be made in the sole and absolute discretion of the Board.

**Section D. Notice of Meetings.** Except as otherwise provided by law, adequate notice of each meeting of Members, whether Annual or Special, shall be given to each Lot Owner in writing by personal delivery, mail, or electronic means, not less than fourteen (14) days, nor more than sixty (60) days before the day on which the meeting is to be held. Every such notice shall state the time, place and purpose(s) of the meeting. Notice of any meeting of Lot Owners shall not be required to have been sent to any Lot Owners who shall attend such meeting in person or by proxy. Notice of any adjourned meeting of the Lot Owners shall not be required to be given unless the time and place to which the meeting is adjourned is not announced at the adjourned meeting.

**Section E. Adequate Notice.** In addition to that notice set forth in paragraph D above, adequate meeting notices shall be:

1. Prominently posted in at least one place within the Common Property reserved for such or similar announcements;
2. Mailed, telephoned, telegraphed, faxed, e-mailed, or hand delivered to at least two (2) newspapers designated by the Board of Trustees;
3. Filed with the Association secretary or administrative officer responsible for administering the Association business office; and
4. In the event that a meeting of the Board is required in order to deal with matters of such urgency and importance that delay for the purpose of providing 48 hours advance notice would be likely to result in substantial harm to the interests of the Association, and provided that the meeting is limited to discussion of and acting with respect to such matters of urgency and importance, notice of the meeting shall be deemed to be adequate if it is provided as soon as possible following the calling of the meeting by posting, delivering and filing written notice of the meeting in the manner set forth above.

**Section F. Annual Posting of Open Meetings.** At least once each year within seven days following the Annual Meeting of the Association, the Board of Trustees shall post and maintain posted throughout the year, notice of meetings in those locations set forth above.

**Section G. Quorum.** At each meeting of the Association, Voters holding twenty-five percent of the total authorized votes, present in person, by proxy, or absentee ballot, shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the persons holding votes present in person or by proxy and entitled to vote, by majority vote, shall adjourn the meeting for at least five days from the time the original meeting was scheduled, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting originally called. In the event that at such an adjourned meeting there are not Voters holding twenty percent of the total authorized votes, in person, by proxy, or absentee ballot, the meeting shall again be adjourned in the same manner. At any such subsequent adjourned meeting, one-half of the quorum previously required shall constitute a quorum.

**Section H. Organization.** At each meeting of the Association, the President, or, in his/her absence, the Vice President, or in the absence of both of them, a person chosen by a majority vote of the Members of the Board present in person or represented by proxy and entitled to vote thereat, shall act as Chairperson. In the event that the Secretary is absent, the Chairperson of the meeting shall appoint one.

**Section I. Voting.** Except as otherwise required by the Certificate of Incorporation, these By-Laws, the Declaration, the Planned Real Estate Development Full Disclosure Act, or any law, passage of all decisions shall require the affirmative vote of at least a majority of Voters in attendance at a meeting or voting by proxy or absentee ballot. The election of Trustees shall be by secret ballot. Unless determined by a majority of the votes of the Lot Owners present in person or by proxy at such meeting and entitled to vote thereat or determined by the Chairperson of the meeting to be advisable, the vote on any other questions need not be by ballot. Only Voters in the Association shall be entitled to vote on all issues.

**Section J. Good Standing.** Only Lot Owners who hold membership in Good Standing shall be entitled to vote on decisions ("Voters"). Each Lot Owner shall be entitled to the assigned vote for each Lot to which he holds title with respect to all decisions to be voted upon by the Association membership.

**Section K. Judges.** If at any meeting of the Members a vote by ballot shall be taken on any question, the chairperson of such meeting shall appoint two judges to act thereat with respect to such vote. Each judge so appointed shall first subscribe an oath faithfully to execute the duties of a judge at such meeting with strict impartiality and according to the best of his/her ability. Such judges shall decide upon the qualifications of Voters and shall report the number of votes represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and when the voting is completed, shall ascertain and report the number of votes respectively for and against the question; but, as to the election of Trustees, the number of votes received by each candidate need not be reported. Reports of judges shall be in writing and subscribed and delivered by them to the Secretary of the meeting. The judges need not be Members of the Association, and any officer of the Association may be a judge on any question other than a vote for or against his/her election to any position with the Association or any other question in which he/she may be directly interested.

**Section L. Conduct of the Meeting.** The order of business at the Annual Meeting of the Members or at any special meetings as far as practicable shall be:

1. Call the opening, pledge of allegiance, roll call and certifying of the proxies;
2. Proof of notice of meeting;
3. Reading and approval of minutes of the previous Annual Meeting by the Board;

4. Appointment of Judges, if required;
5. Election of Trustees;
6. Old Business;
7. Questions or comments from Members regarding Old Business;
8. Vote on each item of Old Business;
9. New Business;
10. Questions or comments from Members regarding New Business;
11. Vote on each item of New Business;
12. Receiving reports of Committees (Copies placed with the Secretary).
13. Notice of the Date for the next Annual Meeting, followed by adjournment.

**Section M. Minutes.** The Board Secretary, or his/her duly appointed representative, shall take and record reasonably comprehensive minutes of the Annual or any Special Meeting indicating the time, place and substance of the meeting and any votes taken.

**Section N. Ballot by Mail.** The Board, in lieu of calling a membership meeting, may submit any question to a vote of the membership by a ballot by mail. No ballot by mail shall be valid or tabulated unless the signature of the Lot Owner(s) submitting the ballot has been verified in accordance with procedures established by the Board. Only Voters on the record date established by the Board shall be entitled to vote. The Board shall appoint judges to tabulate the ballot whose report shall be included in the minute book. 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 (1) state with specificity in terms of motion(s) the question(s) upon which the vote is to be taken; (2) state the date by which ballots must be received in order to be counted, which date may be extended at the discretion of the Board; (3) provide an official ballot for the purposes of the vote; and (4) 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. No actions contemplated by a motion or question submitted to a ballot by mail shall be taken unless a majority in interest of all members in good standing and entitled to vote submit ballots approving such action.

In order to conduct a ballot by mail for an election of Trustees, the Board shall serve a notice upon all Members which shall (1) provide an official ballot for the purposes of the election; and (2) state the date by which the ballot must be received in order to be counted. No ballot shall be counted if it is not cast by a Voter. As of the record date or the date that the ballot is received, at the election meeting, ballots may only be cast in person for the election of Trustees by those Members who have not previously cast a mail ballot and no mail ballots shall be revocable.

**Section O. Consent Without a Meeting.** Except as otherwise provided in the Certificate of Incorporation or these By-Laws and subject to the provisions of N.J.S. 15A:5-6b, any action required or permitted to be taken at a meeting of Members under the New Jersey Nonprofit Corporation Act, the Declaration, the Certificate of Incorporation or these By-Laws, other than the election of Trustees, may be taken without a meeting upon the written consent of Members who would have been entitled to cast the minimum number of votes necessary to authorize the action at a meeting at which all Members entitled to vote thereon were present and voting. However, the Association must provide all other Members with notification of the proposed action consented to, including notification that the proposed action may not be consummated prior to the expiration of ten (10) days from the date of said notice.

## ARTICLE IV – BOARD OF TRUSTEES

**Section A. Qualifications.** The following criteria shall be Lot Owner qualifications for nomination, appointment or election to the Board of Trustees.

1. **Membership in Good Standing:** Membership in Good Standing shall be required for nomination, appointment or election as a Trustee and for continued service on the Board.
2. **Representation:** Individual Lot Owners, partnerships, corporations, limited liability companies, fiduciaries or co-owners holding membership in Good Standing may designate one individual per Lot owned to be eligible for nomination, appointment, or election as Trustees in accordance with the following qualification:
  - (i) An individual Lot Owner of record or a spouse, domestic partner, or other immediate family member over twenty-one (21) years of age who is a permanent resident of the Lot may be designated by the individual Lot Owner to be eligible to serve as a Trustee;'
  - (ii) Partnership designees shall be members, employees or agents of the partnership;
  - (iii) Corporate designees shall be officers, stockholders, employees or agents of the corporation;
  - (iv) Limited liability company designees shall be members of the limited liability company;
  - (v) Fiduciary designees shall be fiduciaries, officers, or employees of the fiduciary; and
  - (vi) Co-owners holding a membership in Good Standing may designate any one of them, but only one of them, to be eligible for nomination, appointment, or election as a Trustee; however, in the case of any disagreement, the express consent of a majority interest of such Co-owners shall be required.

Further, only Lot Owners who are Members in Good Standing shall be eligible to be nominated, elected, or to serve on the Board, except that:

- (i) any Lot Owner which is a partnership, corporation or limited liability company shall be eligible if the Lot Owner is a Member in Good Standing and
  - (ii) individual Lot Owners of record or a spouse, domestic partner, or other immediate family member over twenty-one (21) years of age who is a permanent resident of the Lot may be designated by the individual Lot Owner to be eligible to serve as a Trustee.
3. **Disqualification of Trustees.** Any Trustee whose membership in the Association is not in Good Standing for sixty (60) consecutive days shall automatically be disqualified as a Trustee upon expiration of said sixty (60) day period and a replacement shall be appointed by the remaining Board Members within thirty (30) days thereafter to serve the remainder of the term. Despite the aforesaid, when title to all Lots owned or represented by a Trustee are conveyed by said Trustee or the entity he represents, the Trustee is automatically disqualified as a Trustee effective on the date of said conveyance.

**Section B. Number.** The Board shall consist of five (5) Trusteeships as elected, appointed or otherwise seated as provided in these By-Laws.

**Section C. Term of Office.** Each member of the Board of Trustees shall be elected at the Annual Meeting of the Lot Owners and shall serve for a term of two (2) years. Subsequent to the first Annual

Meeting after transfer of control by the developer was accomplished, the term of office of three members of the Board of Trustees was fixed at two (2) years and the term of the remaining two members of the Board of Trustees was fixed at one (1) year. Accordingly, it is contemplated, presumed and the intention of these By-Laws to have a staggering of Board membership to ensure continuity on the Board.

**Section D. Removal of Members of the Board.** At any duly held and constituted regular or Special Meeting of the Lot Owners, any one or more Trustees may be removed with or without cause by vote of a majority of the Lot Owners present, provided that the notice of the meeting expressly includes the proposed removal. A successor may then and there be elected by a majority of the remaining Trustees to fill the vacancy thus created. Each person so appointed shall be a Trustee for the remainder of the term of the Trustee whose term is being filled and until the successor is duly elected and qualified. Any Trustee whose removal has been proposed shall be given an opportunity to be heard at the meeting but the failure of any Trustee to be a Member in Good Standing for a period of sixty (60) days or more shall be grounds for automatic removal without any vote of the members.

**Section E. Vacancies.** Vacancies on the Board caused by any reason other than the removal of a Trustee by a vote of the Lot Owners, shall be filled by a vote of the remaining Trustees at a Special Meeting of the Board held for that purpose within thirty (30) days after the occurrence of any such vacancy, except that if the remainder of the vacant term is less than ninety (90) days, such election is at the sole discretion of the Board and need not be held. Each person so designated or elected shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor shall have been duly elected and qualified.

**Section F. Meeting of the Board; Notice to Trustees; Waiver of Notice.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board, but at least two (2) meetings shall be held each year. Notice of regular meetings of the Board shall be given to each Trustee by telephone, mail or e-mail at least three (3) days prior to the day of the meeting. Special Meetings of the Board may be called by the President on three (3) days notice to each Trustee given by telephone, mail or e-mail, which notice shall state the time, place and purpose of the meeting. Special Meetings of the Board shall be called by the President or the Secretary in like manner and on like notice on the written request of at least three (3) Trustees. Any Trustee may, at any time, waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by Trustees at any meeting of the Board shall constitute a waiver of notice by his/her of the time and place thereof. If all the Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section G. Quorum and Adjourned Meetings.** 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. If at any meeting of the Board there shall be less than a quorum present, the majority of those present shall adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice. The vote of a majority of those present at a Board meeting at which a quorum is present shall be necessary for valid action by the Board on any matter.

**Section H. Joinder in Meetings by Approval of Minutes.** The transaction of any business at any meeting of the Board, however called and noticed or wherever held, shall be valid as if transacted at a meeting duly held after regular call and notice, if (1) a quorum is present and if (2) either before or after the meeting, each Trustee signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof or of the resolution or act adopted at such meeting. All such waiver, consents or approval shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

**Section I. Non-Waiver.** All the rights, duties, and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

**Section J. Consent in Lieu of Meeting and Vote.** Despite anything in the contrary in these By-Laws, the Certificate of Incorporation or the Declaration, and subject to the open meeting requirements set forth by law, the entire Board of Trustees shall have the power to take action on any matter on which it is authorized to act, without the necessity of a formal meeting and vote, if the entire Board, or all the Trustees empowered to act, whichever the case may be, shall consent in writing to such action.

**Section K. Meetings Open to Lot Owners; Notice.** All Board meetings, except conferences or working sessions at which no binding votes are to be taken, shall be open to attendance by all Lot Owners subject to those exceptions set forth by law, as now or hereafter amended. The Board may exclude or restrict attendance at those meetings, or portions of meetings, at which any of the following matters are to be discussed:

1. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
2. Any pending or anticipated litigation or contract negotiations;
3. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his/her ethical duties as a lawyer; or
4. Any matter involving the employment, promotion, discipline or dismissal of a specific officer or employee of the Association.

Adequate written notice of the time, place and the agenda, to the extent known, of all such open meetings shall be given by the Board to all Lot Owners at least forty-eight (48) hours in advance of such meeting in the manner required by N.J.A.C. 5:20-1.2(b). Moreover, the Board shall also within seven (7) days following the Annual Meeting of the Association post, mail to newspapers and file with the administrator of the business office of the Association a schedule of the regular Board meetings to be held in the succeeding year, as prescribed by N.J.A.C. 5:20-1.2(c) and make appropriate revisions thereto, all as required by N.J.A.C. 5:20-1.2(c)1.

## **ARTICLE V – POWERS AND DUTIES OF BOARD OF TRUSTEES**

**Section A. General Powers and Privileges.** The Board shall have all these powers, granted to it or necessarily implied by law or by the Certificate of Incorporation, these By-Laws or the Declaration, including but not limited to the following:

1. Employ, by contract or otherwise, a manager, managing agent or an independent contractor, to oversee, supervise and carry out the responsibilities assigned by the Board. Said manager or said independent contractor shall be compensated upon such terms as the Board deems necessary and proper; and
2. Employ any person, firm or corporation to repair, maintain or renovate the Common Property and Lots, such as but not limited to, laying pipes or culverts, repairing road surfaces, to erect signs and traffic and safety controls of various sorts on said Property; and



3. Employ professional counsel and to obtain advice from persons, firms, or corporation such as, but not limited to, landscape architects, architects, engineers, lawyers and accountants; and
4. Employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or satellite television receivers; and
5. Employ all managerial personnel necessary, or enter a managerial contract for the efficient discharge of the duties assigned by the Board hereunder; and
6. Adopt, amend and publish rules and regulations covering the details of the operation and use of the property; and
7. Arrange for security protection as necessary; and
8. Ensure Members properly maintain their Dwellings and Lots; and
9. Enforce obligations of the Members and do anything and everything else necessary and proper for the sound management of the Community, including the right to bring or defend lawsuits to enforce the terms, conditions, and restrictions contained in the Declaration, these By-Laws and rules and regulations governing the Property or Members. As detailed herein, the Board shall also have the power to levy fines against any Member(s) for violations of any of the foregoing. Collection of fines may be enforced against any Member(s) involved as if the fine were a Common Expense owed by the Member(s) and such fines shall constitute a lien upon the Member(s) Lot. Before any fine is imposed by the Board, the Member accused of a violation shall have been given notice and afforded an opportunity to be heard through the Alternative Dispute Resolution (ADR) process with respect to the alleged violation in a manner consistent with the principles of due process of law. Such Alternative Dispute Resolution process must be offered prior to the commencement of any legal action by either side; and
10. Borrow and repay monies giving notes, mortgages or other security upon which term or terms as it deems necessary. Any mortgage or other encumbrance more than \$50,000 may only be considered at an Annual or Special Meeting, and shall be approved by a vote of a majority of Voters present or by proxy; and
11. Invest and reinvest monies, sue and be sued; collect interest, dividends, and capital gains; exercise rights; pay taxes; make and enter contracts; enter leases or concessions; make and execute all proper affidavits for various purposes; compromise any action without leave of court; and all other powers contained herein, and those necessary and incidental thereto; and
12. Grant and obtain easement, licenses and other property rights; and
13. Purchase or lease or otherwise acquire in the name of the Association or its designees, corporate or otherwise, on behalf of all Members, Lots in Cranberry Creek offered for sale or lease or surrendered by their Owners to the Board; and
14. Purchase Lots in Cranberry Creek at foreclosure or other judicial sales in the name of the Association or its designees, corporate or otherwise, on behalf of all Members; and
15. Sell, lease, mortgage (but not vote the votes appurtenant thereto) or otherwise deal with Lots within Cranberry Creek acquired by the Association, and sublease any such Lots leased by the Association or its designees, on behalf of all Members; and
16. Bring and defend actions by or against one or more Lot Owners pertinent to the health, safety or general welfare of the Members, or any other legal action to which the Lot Owners may consent in accordance with these By-Laws; and
17. Adopt, amend, publish and enforce all policies, rules and regulations governing the use, operation and maintenance of the Common Property and related facilities; and

18. Create, appoint Members to and disband 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. Board members are restricted to there being no more than two Board members on any Committee, as otherwise they would constitute a quorum, an illegal meeting of the Board.

**Section B. Duties and Responsibilities.** It shall be the affirmative and perpetual obligation and duty of the Board to perform the following:

1. Cause the Common Property and the Lots to be maintained per reasonable standards adopted by the Board as set forth in by the Declaration and these By-Laws, including, but not limited to such maintenance, painting, replacement and repair work as may be necessary, lawn maintenance, clearing snow from roadways and walkways within the Common Property as deemed appropriate by the Board, and maintenance of water drainage systems and detention basins, and
2. Subject to full or partial reimbursement from the Township pursuant to the Municipal Services Act (N.J.S.A. 40:67-23.2 et. Seq.) and all other applicable governmental regulations, provide for the maintenance of the Common Property roadways, maintenance and payment of electricity for lighting on the Common Property (including but not limited to street lights), and the provision of garbage and recyclable removal services for the Community; and
3. To investigate, hire, pay, supervise and discharge the personnel necessary to be employed and provide the equipment and materials necessary, to properly maintain and operate the property as contemplated by the Declaration and these By-Laws. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Association; and
4. Cause to be kept a complete record of all its acts and corporate affairs and to present a summary report thereof to the Members at the Annual Meeting or at any Special Meeting when requested in writing at least twenty-one days in advance by Members entitled to cast at least twenty-five percent of the total votes of the Association; and
5. Make repairs, additions, improvements to or restoration of the Community in accordance with the provisions of these By-Laws and the Declaration after damage or destruction by fire or other casualty, or because of condemnation or eminent domain proceedings; and
6. Take such action as may be necessary to comply promptly with all orders or requirements affecting the premises maintained by the Association placed thereon by any federal, state, county or municipal authority; and
7. Take such action as may be necessary to comply with all requirements of the Federal "Housing for Older Persons Act of 1995" (the "Act") and any other applicable statutes, rules, orders or other governmental requirements necessary to ensure that the community remains a qualified community intended and operated for occupancy by persons fifty-five years of age or older within the meaning of the Act. This requirement specifically includes the obligation to ensure continued compliance with the Act pursuant to the Federal Department of Housing and Urban Development presently set forth in 24CFR Part 100; and
8. Place and keep in force all insurance coverages required to be maintained by the Association, including, but not limited to:
  - a. Physical Damage Insurance: To the extent possible, broad form insurance against loss by fire and against loss by lightning, windstorm and other risks normally included within all risk extended coverage, including vandalism and malicious mischief, insuring all improvements existing of the Common Property, together with all service machinery appurtenant thereto, and covering the interest of the Association, the Board, and all Members and Institutional Lenders

as their respective interests may appear, in an amount equal to the full replacement value of such improvements (exclusive of foundations and footings), without deduction for depreciation. Each policy shall contain a standard mortgagee clause in favor of each Institutional Lender, which shall provide that the loss, if any, thereunder, shall be payable to each Institutional Lender as its interests may appear. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain an appraisal of the full replacement value of the improvements upon the Common Property, without deduction for depreciation, for the purposes of determining the amount of fire insurance to be effected pursuant to this subparagraph; and

- b. Public Liability Insurance. To the extent obtainable, public liability insurance for:
- (i) personal injury and death from events occurring within the Common Property (and any other areas which the Board may deem advisable); and for
  - (ii) the defense of any actions brought for injury or death of a person or damage to property, occurring within such areas, and not arising by reason of any act or negligence of any individual Member.

Said insurance shall be in such limits as the Board may, from time to time, determine, covering the Association, each Member of the Board, the managing agent, the manager, and each Member, and shall also cover cross liability claims of one insured against another. Such public liability insurance shall be in amounts to be determined by the Board. The Board shall review such limits once a year.

- c. Fidelity Bonds. To the extent obtainable, the Association shall maintain adequate fidelity coverage against dishonest acts by its officers, directors, trustees and employees, and all others who are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements:

- (i) all shall name the Association as an obligee; and
- (ii) all shall be written in an amount based upon the business judgment of the Board and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Board or management agent at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to one hundred percent of the estimated annual operating expenses of the Association plus accumulated reserves; and
- (iii) all shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression; and
- (iv) all shall provide that they may not be canceled or substantially modified without at least ten days prior written notice.

- d. Workers Compensation Insurance. Workers compensation and New Jersey disability benefits insurance as required by law; and

- e. Other Insurance. Such other insurance as the Board may determine to the extent obtainable, all policies shall provide that;

- (i) adjustment of loss shall be made by the Board and that the net proceeds thereof shall be payable to the Board;

(ii) to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance of or invalidity arising from any acts of the insured; provide that such policies may not be canceled without at least thirty days' prior written notice to all the named insured, including all Lot Owners and Institutional Lenders;

(iii) insurance coverage obtained and maintained may not be brought into contribution with insurance purchased by their mortgagees;

(iv) coverage must not be prejudiced by (a) any act or neglect of the Lot Owners regardless of whether such act or neglect is within the control of the Association or (b) any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control;

(v) coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty days prior written notice to all insured; and

(vi) all policies must contain a waiver of subrogation by the insurer as to all claims against the Association, the Owner of any Lot and/or their respective agents, employees or tenants, and of any defenses based on co-insurance or on invalidity arising from the acts; and

(vii) all policies of property insurance must provide that, despite any provisions giving the carrier (insurer) the right to elect to restore damage in lieu of cash settlement, such option shall not be exercisable without the prior written approval of the Board (or any Insurance Trustee); and

(viii) all insurance policies maintained by the Association shall be for the benefit of the Association and the Lot owners, and their mortgagees, as their respective interest may appear and shall provide that all proceeds payable because of casualty losses shall be paid to the Association. The Association, as Trustee, shall hold such proceeds for the benefit of the Association, the Lot Owners and their respective mortgagees in accordance with the provision of the terms of the Declaration.

Any insurance maintained by the Board may provide for such deductible amount as the Board may determine to be in the best interest of the Association and the Members.

The premiums for all insurance and fidelity bonds carried by the Association shall be a Common Expense.

9. To manage the fiscal affairs of the Association as hereinafter provided in Article VI.

## ARTICLE VI – FISCAL MANAGEMENT

**Section A. Common Receipts.** The Board shall have the duty to collect from each Member, or their heirs, administrators, successors and assigns, as "Common Receipts", the proportionate part of the Common Expenses assessed against such Member as provided in the Declaration, the Certificate of Incorporation, these By-Laws, and in accordance with all applicable laws.

**Section B. Determination of Common Expenses.** The amount of monies for Common Expenses deemed necessary by the Board and the manner of expenditure thereof, including but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board.

**Section C. Disbursements.** The Board shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by the Declaration, Certificate of Incorporation, and applicable law.

**Section D. Depositories.** The depository of the Association shall be such a bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by two Trustees, or as otherwise determined by the Board.

**Section E. Accounts.** The receipts and expenditures of the Association shall be Common Charges and Common Expenses respectively, and shall be credited and charged to accounts under the following classification as the Board shall deem appropriate:

1. Current expenses which shall include all expenditures within the year for which the budget is made, including reasonable allowances for contingencies. Current expenses shall not include expenditures chargeable to reserves, or to additional improvements, or to operations. At the end of each year, the unexpended amount remaining in this account may be applied to reduce the assessments for current expenses for the succeeding year, and/or be designated to any reserve account, and/or may be distributed to the Membership as the Board shall determine, or may be any combination of these distributions; and
2. Reserves for deferred maintenance account, shall include funds for maintenance items that occur less frequently than annually; and
3. Reserves for replacement which shall include funds for repair or replacement of the Common Property and those portions of the improvements located on the Property which the Association is obligated to maintain or repair, which is required because of damage, depreciation or obsolescence; the amounts in this account shall be allocated among each of the separate categories of replacement items; and
4. Reserves for capital improvements which shall include funds to be used for capital expenditures or for the acquisition of additional personal property that will be part of the Common Property; and
5. Operations which shall include all funds from the use of the Common Property or from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account. At the end of each year, the unexpended amount remaining in this account may be applied to reduce the assessments for current expenses for the succeeding year, and/or may be designated to any of the following reserve accounts: Operating Surplus, Capital Reserve, Deferred Maintenance, Working Capital, Snow Account, and/or may be distributed to the Membership as the Board shall determine, or may be any combination of these distributions. Losses from the operations or otherwise may be met by levying special assessments against the Members, which assessments may be made in advance to provide a working fund.

The Board shall not be required to physically segregate the funds held in the above accounts but, may in its sole discretion maintain the funds in one or more consolidated accounts.

**Section F. Reserves.** The Board shall not be obligated to expend all the revenues collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements,

emergencies, contingencies of bad weather or uncollected accounts. Despite anything herein to the contrary, the Board in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify that portion of the Common Expenses which is to be assessed against the Members as a capital contribution and is allocable to reserves for capital improvements. The amounts assessed and collected for the reserves shall be kept in one or more interest-bearing savings accounts, certificates of deposit, or invested in reasonable risk securities as determined by the Board; and shall not be utilized for any purpose other than that which was contemplated at the time of assessment. Reserve Funds may allow for investments of 70% or more in interest bearing vehicles (limiting individual investments rules, to the maximum allowed funding the FDIC will insure). Any Reserve Funds invested in securities, i.e. corporate or municipal bonds rated A or higher per Standard & Poor's rules, shall be limited to no more than 30% of such Reserve Funds. All Reserve Funds containing such securities funds shall be reconciled at least annually, on or before Dec.1, to maintain the above limit. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account, or debit card account for the necessary discharge of its functions.

**Section G. Notice.** The Board shall make available to Members and to any Institutional Lender who requires same, in writing, the amount estimated by the Board for Common Expenses for the management and operation of the Association for the next fiscal year.

**Section H. Annual Common Expense Assessment Note Made.** If an annual Common Expense assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment increased by ten percent, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual Common Expense assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, provided that nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency which cannot be met by reserve funds earmarked for such contingency.

**Section I. Acceleration of Assessment Installment upon Default.** If a Lot Owner shall be in default in the payment of an installment upon a Common Expense assessment; the Board may accelerate the remaining installments of the assessment for the remainder of the fiscal year. Upon notice to the Lot Owner, and if delinquent installment has not been heretofore paid, the then unpaid balance of the Common Expense assessment shall become due upon the date stated in the notice, which date shall not be less than five days after delivery of the notice to Member, or not less than ten days after the mailing of such notice to the Member by registered or certified mail, whichever shall first occur. If no such payment is given and default shall continue for a period of thirty days, then the Board shall be required to accelerate the remaining installments of the assessment upon similar notice to the Lot Owner, and to file a lien for such accelerated assessment as permitted by law; in such latter event the Board may also notify any Institutional Lender holding a mortgage which encumbers the Lot affected by such default or publish appropriate notice of such delinquency to the membership of the Association. If said default continues for a period of ninety days, then the Board shall foreclose the foregoing lien pursuant to law and/or commence a suit against the appropriate parties to collect said assessment.

**Section J. Interest and Counsel Fees.** The Board at its option shall have the right to collect any Common Expense assessment, or other charge, to impose a late charge of any reasonable amount and/or interest not to exceed the maximum rate permitted by law. If the Board shall effectuate collection of said assessments or charges by resort to counsel, and/or the filing of a lien, the Board may add to the aforesaid assessments or charges counsel fees whether incurred pre- or post-judgment, plus the reasonable costs for the preparation, filing and discharge of the lien, in addition to such other costs as may be allowable by law.

**Section K. Power of Attorney to Institutional Lender.** In the event the Board shall not cause the enforcement procedures provided above to be implemented within the time provided, any Institutional Lender for any Lot as to which there shall be such unpaid Common Expense assessments is hereby irrevocably granted a power of attorney to commence such actions and to invoke such other remedies, all in the name of the Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

**Section L. Annual Audit.** The Board shall submit the books, records, and memoranda of the Association to an annual audit by an independent or certified public accountant who shall audit the same and render a report thereon in writing to the Board and in summary form to the Members and such Institutional Lenders or other persons, firms or corporations as may be entitled to same. Said audit shall be certified.

**Section M. Examination of Books.** Each Member shall be permitted to examine the books of account of the Board at a reasonable time on business days; provided, however, that the Board has been given at least ten business days prior written notice of the Member's desire to make such an examination. Said examination shall be in accordance with reasonable rules and regulations adopted by the Board.

## ARTICLE VII – OFFICERS

**Section A. Designation.** The principal officers of the Association shall be a President, a Vice-President, both of whom shall be Members of the Board, a Secretary and a Treasurer (either of which may or may not be members of the Board). The Board may also appoint such other Assistant Treasurers and Assistant Secretaries as in their judgment may be necessary. Any two offices, except that of President and Vice-President, may be held by one person.

**Section B. Election of Officers.** The officers of the Association shall be elected annually by the Board at the first Board of Trustees meeting following each annual meeting and such officers shall hold office at the pleasure of the Board.

**Section C. Removal of Officers.** Upon an affirmative vote of three-fifths majority of the Trustees, any officer may be removed, with or without cause, after opportunity for a hearing, and his/her successor elected at any regular meeting of the Board, or at any Special Meeting of the Board called for such purpose. The former officer remains on the Board as a Trustee, provided he/she was a member of the Board.

**Section D. President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have all the general powers and duties which are usually vested in the office of President of an association.

**Section E. Vice-President.** The Vice-President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President can act, the Board shall appoint some other Trustee to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon the Vice-President by the Board.

**Section F. Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Association; the Secretary shall have charge of such books and papers as the Board may direct; and the Secretary shall, in general, perform all the duties incident to the office of the Secretary.

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

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

**Section I. Eligibility of Trustees.** Nothing herein contained shall prohibit a Trustee from being an officer.

### **ARTICLE VIII – COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS, TRUSTEES AND COMMITTEE MEMBERS**

**Section A. Compensation.** No compensation shall be paid to the President or the Vice-President or any Trustee or Committee Member for acting as such Officer, Trustee or Committee Member. The Secretary and/or Treasurer, if they are not Lot Owners, may be compensated for their services if the Board determines that such compensation is appropriate. Nothing herein stated shall prevent any Officer, Trustee or Committee Member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association, provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board.

**Section B. Indemnification.** Each Trustee, Officer or Committee Member of the Association shall be indemnified by the Association against the actual amount of net loss, including counsel fees, reasonably incurred or imposed upon them about any action, suit or proceeding to which they may be a party because of their being or having been a Trustee, Officer or Committee Member of the Association, or delegate, except as to liability for gross negligence or willful misconduct. In the event of a settlement of any such case, indemnification shall be provided only about such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

**Section C. Exculpability.** Unless acting in bad faith neither the Board as a body nor any Trustee, Officer or Committee Member of the Association, shall be personally liable to any Member in any respect for any action or lack of action arising out of the execution of their office. Each Lot Owner shall be bound by the good faith actions of the Board, Officers and Committee Members of the Association, in the execution of the duties of said Trustees, Officers and Committee Members.

### **ARTICLE IX – COMMITTEES**

The Board shall have the power and authority to establish, 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.



**Section A. Standing Committees.** A permanent committee established under these By-Laws, for assisting the Board in operating and maintaining the Community, including advising the Board on matters thereto. Standing Committees may include, but not be limited to, the following:

1. Alternative Dispute Resolution Committee provides a means of fair hearing and due process in the event of conflict between Members or a Member and the Board. At the discretion of the Board, Alternative Dispute Resolution (ADR) may be offered to Residents.
2. Architectural Review Committee provides a means of maintaining the visual harmony, consistent maintenance, safety and property values of the Community.
3. Finance Committee works to identify Common Receipts, determine Common Expenses and Reserves, budgets, review Association accounts for the above, and related financial matters.

The foregoing list of Standing Committees and their duties is not exhaustive but is provided as an example.

**Section B. Ad Hoc Committees.** A temporary committee established or dissolved under these By-Laws and at the pleasure of the Board, for assisting the Board in special, limited matters.

**Section C. Regular Committees.** An ongoing committee established by the Board for assisting the Board in day-to-day operations. These committees may be created or dissolved by the Board. Examples include: Social, Newsletter, and Website.

**Section D. Powers and Authority.** Every Committee shall be comprised of at least three (3) persons appointed by the Board and serving at the Board's discretion, who are Members in Good Standing. Officers are to be elected from the committee members, and approved by the Board. The Board shall prepare a mission statement and rules for governance for each committee, delineating powers and responsibilities. Each committee shall prepare a monthly report to the Board. All committees shall serve at the pleasure of the Board, whose decisions regarding their creation, operation, disbanding, authority and functions shall be final. No committee shall have authority to bind the Association except as may be provided herein.

**Section E. Alternative Dispute Resolution Committee (ADRC).**

1. **Alternate Dispute Resolution Committee (ADRC)** is a Standing Committee consisting of at least three (3) members appointed annually by the Board of the Cranberry Creek Homeowners' Association. The responsibility of the ADRC is to provide a fair and efficient procedure for the resolution of disputes for Members when a dispute arises with the Board or another Member. At the discretion of the Board, ADR may be offered to Residents.
2. **Mission Statement.** The mission of the ADRC is to provide a means of a fair hearing and due process in the event of a conflict between Members or a Member and the Board without undue expense by either party. At the discretion of the Board, ADR may be offered to Residents.
3. The Board shall approve and adopt appropriate rules and regulations concerning protocols, guidelines and standards for the conduct of all ADRC proceedings.

**Section F. Architectural Review Committee.**

1. **Architectural Review Committee (ARC)** is a Standing Committee consisting of at least three members appointed annually by the Board of the Cranberry Creek Homeowners' Association. The responsibility of ARC is to ensure that the appearance of the exterior of homes and

properties are in agreement with the regulations and established standards of the ARC Guidelines.

2. **Mission Statement.** The mission of the Architectural Review Committee is to maintain the Community in a manner that:
  - a. Promotes the general welfare and safety of the Community.
  - b. Provides for visual harmony and soundness of repair.
  - c. Avoids activities deleterious to the aesthetic or property values of the Community.
  - d. Furthers the comfort of the Lot Owners, their guests, invitees and lessees.
  
3. **Powers.** The Architectural Review Committee shall recommend to the Board guidelines for the external design, appearance, use and maintenance of the Community in accordance with standards and ARC Guidelines contained in the Declaration or By-Laws or otherwise adopted by the Board. Such ARC Guidelines shall be approved by the Board. The Architectural Review Committee shall have the power to issue a cease and desist request to a Lot Owner, Resident, their guests, invitees, or lessees whose actions are inconsistent with the provision of the Declaration, the By-Laws, or the rules and regulations of the Board. The Architectural Review Committee shall from time to time, as required, and if necessary, provide interpretations of the Declaration, Certificate of Incorporation, ARC Guidelines, rules and regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Lot Owner or Resident or the Board. Any action, ruling or decision of the Architectural Review Committee may be appealed to the Alternative Dispute Resolution Committee (ADRC).
  
4. **Authority.** The Board may relieve the Architectural Review Committee of any of its duties, powers and authority either generally or on a case-by-case basis by a majority vote of its full authorized membership thereof. The Architectural Review Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the rules and regulations or by resolution of the Board. Despite the foregoing, no action may be taken by the Architectural Review Committee without giving the Lot Owner(s) involved at least ten (10) days prior written notice and affording the Lot Owner(s) the opportunity to be heard, with or without counsel, with respect to the violation(s) asserted. The ARC shall prepare community guidance by publishing a Board-approved ARC Guidelines.
  
5. **Violations of the ARC Guidelines.** Where the ARC finds that a Member or Resident has violated the ARC Guidelines, the ARC shall notify the Member of the violations of the ARC Guidelines in writing, through the Association office. If within 10 days of the delivery of the notice to the Member, the Member does not rectify the violation, the Board may then take other action. At the discretion of the Board, Residents may also be notified of the violation.

#### **Section G. Finance Committee.**

1. The **Finance Committee** is a Standing Committee consisting of at least three committee members appointed annually by the Board, in order that the Community shall have consistent and ongoing expertise in the handling of funds of the Association. The Board Treasurer shall

be liaison to the Finance Committee. The Finance Committee will prepare the Annual Operating Budget to present to the Board.

2. **Mission Statement.** The mission of the Finance Committee is to assist the Board on all accounting and financial matters including, but not limited to, recommendations on the investment of Association funds and budget. In so doing, the Finance Committee shall consider:
  - a. **Safety:** protect principal from unreasonable risk;
  - b. **Liquidity:** the ease and cost associated with converting an investment into cash or cash equivalent; and
  - c. **Yield:** obtain the highest return on an investment while maintaining safety and liquidity.
3. **Powers.** The Finance Committee shall research and recommend to the Board appropriate investments, choices and means of disbursing Association funds.
4. **Investments.** Investment recommendations will be conservative in nature with all Association funds invested in interest-bearing vehicles (limiting individual investments to the maximum allowed funding the FDIC will insure).
5. **Authority.** The Board may relieve the Finance Committee of its duties, powers and authority either generally or on a case-by-case basis by a majority vote of its full authorized membership thereof. The Finance Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the rules and regulations or by resolution of the Board.

#### ARTICLE X -FISCAL YEAR AND CORPORATE SEAL

The fiscal year of the Association shall be on a calendar year basis, or upon such basis the Board shall deem advisable.

The Association shall have a seal in circular form having within its circumference the words "CRANBERRY CREEK HOMEOWNERS' ASSOCIATION, INC."

#### ARTICLE XI – MISCELLANEOUS

**Section A. Notices.** All notices hereunder to the Association shall be in writing and forwarded to it at its principal office by certified mail, return receipt requested.

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

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

## ARTICLE XII – AMENDMENTS

For the purposes of this Article “votes entitled to be cast” shall not include Members not in Good Standing. These By-Laws, or any of them may be altered or repealed, or new By-Laws may be made, at any meeting of the Association duly constituted for such purpose, and previous to which written notice to Members of the exact language of the amendment or of the repeal shall have been sent, a quorum being present, by affirmative vote of a majority of the votes entitled to be cast in person, by mail ballot, or by proxy, except that the obligations of the proportionate responsibility for the payment of Common Expenses with respect to Lots or the Common Property or the exemption therefrom may not be changed by reason of any such amendment or repeal. No amendment, repeal or enactment of new By-Laws shall be effective until recorded in the Ocean County Clerk’s Office. The Board may amend these By-Laws in accordance with N.J.S. 45:22A-46d(3) without the need for a vote as set forth in this Article to the extent necessary to render these By-Law consistent with law. Further, in lieu of the procedure provided above and consistent with NJSA 45:22A-46(d)(5)(b), the Board may amend the By-Laws after providing notice to all Members of the proposed amendment, which notice shall include a ballot to reject the proposed amendment. If less than ten percent (10%) of the Members vote to reject the amendment within thirty (30) days of its mailing, the amendment shall be adopted and shall be operative and effective upon recording with the County Clerk.

## ARTICLE XIII – ENFORCEMENT OF ASSOCIATION BYLAWS, RULES AND REGULATIONS

**Section A. Enforcement Power.** The Board shall have the power, at its sole option, to enforce the terms of these By-Laws and the Covenants and Restrictions in the Declaration and any rule or regulation as may be hereinafter adopted by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction against any person or persons, firm or corporation violating or attempting to violate any covenant, either to restrain or enjoin such violations or threatened violation, or to recover damages, counsel fees and costs against any Member and to enforce any lien created by any covenant herein contained including those in the Declaration.

Failure by the Association, or any Member thereof, to enforce any rule or covenant for any period shall in no event be deemed a waiver or estoppel of the right to thereafter enforce same.

The Board shall have the power to promulgate and adopt such Rules and Regulations as may be necessary to carry out the intent of the restrictions as set forth in the Declaration, Certificate of Incorporation, the By-Laws and the Rules and Regulations (the “Governing Documents”). Without limiting the foregoing, to the extent permitted by New Jersey law, or as may be permitted in the future, the Board or authorized Committee of the Board, whichever is applicable, shall have the right to:

1. Levy fines provided the fine for a single violation may not, under any circumstances, exceed twenty-five dollars (\$25.00) per day per violation. Once a Member has received a notice of violation, each day thereafter that the violation continues may be considered a separate occurrence of the violation. Any fine so levied shall be considered as a Common Expense to be levied against the Lot Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. The Association may impose a fine for a violation or a continuing violation of the Declaration, By-Laws or Rules and Regulations, however, such fine shall not exceed the maximum monetary penalty permitted to be imposed for a violation or a continuing violation under Section 19 of the “Hotel and Multiple Dwelling Law”, and/or

2. Suspend the rights and privileges of any Member to vote and Member/Resident to use any of the recreational facilities operated or managed by the Association for a period not to exceed thirty days for each such breach.

**Section B. Endangerment.** With respect to the use of any facility where a violation of the Governing Documents might endanger life, limb, property, or equity of the Association, any agent of the Association may, if a verbal request to cease or correct the violation has not been heeded, suspend the right of any Member/Resident to use such facility for an initial period not greater than seventy-two hours. Said suspension can be extended or continued until the violation ceases.

#### **ARTICLE XIV – CONFLICT**

**Section A. Conflict.** Despite anything to the contrary herein, if any provision of these By-Laws conflicts with or is in contradiction of the Declaration, Certificate of Incorporation or with the requirements of any law, then the requirements of said Declaration, Certificate of Incorporation or law shall be deemed controlling.

**Section B. Invalidity.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or affect the validity of the remaining provisions of the By-Laws.

#### **ARTICLE XV – CIVIL ACTION FOR DAMAGES**

The Association shall not be liable in any civil action brought by or on behalf of a Lot Owner to respond in damages as a result of bodily injury to the Lot Owner occurring on the premises of the Association except as the result of its willful, wanton, or grossly negligent act of commission or omission.



OCEAN COUNTY CLERK'S OFFICE  
RECORDING DOCUMENT  
COVER SHEET

SCOTT M. COLABELLA  
OCEAN COUNTY CLERK  
P.O. BOX 2191  
TOMS RIVER, NJ 08754-2191  
(732) 929-2110  
www.oceancountyclerk.com



INSTR # 2019113015  
DR BK 17673 PG 646  
RECORDED 11/08/2019 08:22:59 AM  
SCOTT M. COLABELLA, COUNTY CLERK  
OCEAN COUNTY, NEW JERSEY

OFFICIAL USE ONLY

DATE OF DOCUMENT: ( Enter Date as follows:00/00/0000)

11/01/2019

TYPE OF DOCUMENT: (Select Doc Type from Drop-Down Box)

DEED

OFFICIAL USE ONLY - REALTY TRANSFER FEE

FIRST PARTY NAME: (Enter Last Name, First Name)

Cranberry Creek Homeowners Association, Inc.

SECOND PARTY NAME: (Enter Last Name, First Name)

Cranberry creek Homeowners  
Association Inc

ALL ADDITIONAL PARTIES: (Enter Last Name, First Name)

IM  
303010  
dry 85  
Hyberg



OCEAN COUNTY CLERK'S OFFICE  
RECORDING DOCUMENT  
COVER SHEET

SCOTT M. COLABELLA  
OCEAN COUNTY CLERK  
P.O. BOX 2191  
TOMS RIVER, NJ 08754-2191  
(732) 929-2110  
www.oceancountyclerk.com



INSTR # 2019113015  
OR BK 17673 PG 646  
RECORDED 11/08/2019 08:22:59 AM  
SCOTT H. COLABELLA, COUNTY CLERK  
OCEAN COUNTY, NEW JERSEY

OFFICIAL USE ONLY

DATE OF DOCUMENT: (Enter Date as follows:00/00/0000)

11/01/2019

TYPE OF DOCUMENT: (Select Doc-Type from Drop-Down Box)

DEED

OFFICIAL USE ONLY - REALTY TRANSFER FEE

FIRST PARTY NAME: (Enter Last Name, First Name)

Cranberry Creek Homeowners Association, Inc.

SECOND PARTY NAME: (Enter Last Name, First Name)

Cranberry creek Homeowners  
Association Inc

chry ss  
Hubery  
m  
3300

ALL ADDITIONAL PARTIES: (Enter Last Name, First Name)

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

BLOCK:

LOT:

MUNICIPALITY: (Select Municipality from Drop-Down Box)

LITTLE EGG HARBOR

CONSIDERATION:

MAILING ADDRESS OF GRANTEE: (Enter Street Address, Town, State, Zip Code)

Street  
Address

Town

State

Zip

THE FOLLOWING SECTION IS FOR  
ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES,  
SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

ORIGINAL BOOK:

11372

ORIGINAL PAGE:

0087

OCEAN COUNTY CLERK'S OFFICE RECORDING DOCUMENT COVER SHEET

Please do not detach this page from the original document as it  
contains important recording information and is part of the permanent record.