

THE CRANBERRY CROSSINGS HOMEOWNERS' ASSOCIATION, INC.
BY-LAWS

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THE CRANBERRY CROSSINGS HOMEOWNERS' ASSOCIATION, INC.

BY-LAWS

ARTICLE I

Name and Location

The name of the corporation is The Cranberry Crossings Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located in Cranberry Township, Butler County, Commonwealth of Pennsylvania, with its mailing address being P.O. Box 1691, Cranberry Twp., PA 16066. Meetings of Members and Directors shall be at such places as designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. Terms Defined. All capitalized terms used herein shall have ascribed to them the following meanings unless otherwise defined herein.

- A. Association: means the Cranberry Crossings Homeowners' Association, Inc.
- B. Board of Directors: means the duly elected Board of Directors of the Association.
- C. Building(s): means any building(s) constructed or erected on the Real Estate.
- D. Declarant: means the Cranberry Crossings Homeowners' Association, Inc. as described in Article I above and all successors to any of the Declarant's rights.
- E. Declaration: means and refer to the Declaration of Covenants, Conditions and Restrictions, and any amendments thereto applicable to the Properties recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania.
- F. Open Space(s): means the Open Space(s) as shown on the Plat(s), and all buildings and structures erected thereon and improvements thereto.
- G. Plat(s): means the Plat(s) recorded subdividing the Real Estate and made a part hereof, as the same, may be amended from time to time.
- H. Real Estate: means the Real Estate described in Exhibit A.
- I. Lot: means a Lot as described in the Plats.
- J. Lot Owner: means the owner or owners in fee simple of any Lot, but shall not include any person or person(s) purchasing a Lot under contract (until such contract is fully performed and legal title conveyed of record). In the case of voting, each lot owner shall cast one vote irrespective of the number of legal owners.
- K. Common Expenses: means the expense of owning and maintaining the Open Spaces, drainage, and stormwater detention facilities within or appurtenant to the Real Estate, and of providing all common community services required or desired for the general use and benefit of the Association.
- L. Member: means those persons entitled to Membership in the Association as provided in the Declaration.

ARTICLE III

Meetings of Members

Section 1. Annual Meetings. The Cranberry Crossings Homeowners Association, Inc. shall hold annual meetings the last Monday in April, or such other date as the Board may determine. If any scheduled meeting day falls on a legal holiday, then the meeting will be rescheduled to the same time on the next day following which is not a legal

holiday. The purpose of the annual meeting shall be for electing a board of directors, updating the members of previous and future community plans, making decisions regarding the Association, and for any other association affairs that may come up. Notices of meetings shall be sent via email to all Members of the Association at least one (1) week before the meeting.

Section 2. Special Meetings. Special meetings of the Members may be called by the President, the Board of Directors, or written request of the majority of Members of the Association, at any time. The purpose of the meeting shall be stated in the call to the meeting, and at least seven (7) days written notice shall be given.

Section 3. Notice of Meetings. Written notice containing sufficient particulars detailing location, agenda, times, and any other necessary information shall be published by electronic means to at least fifteen (15) days in advance of the meeting. Except if in the opinion of a majority of the Board of Directors, an emergency situation exists, then reasonable notice of the meeting shall be given to all directors. Where the meeting is a special meeting called, as previously described, the purpose of the meeting shall be clearly stated.

Section 4. Voting. All Members must be current and in good standing with the Association to be entitled to (1) vote, (2) hold elective or appointive office, and (3) serve on committees as may be established.

Section 5. Quorum. A quorum at any meeting shall consist of a majority of the Board of Directors in person or represented by written proxies.

Where the quorum is not present in person or represented by written proxies, the meeting shall be postponed without prior notice until such minimum quorum can be present or represented.

Where a quorum exists at a duly organized meeting, the meeting may continue until voluntary adjournment despite the withdrawal of a sufficient number of members of the Board of Directors to reduce the attendance at the meeting below the quorum level.

Section 6. Proxies. Each member of the Board of Directors may vote in person or by written proxy at any and all duly authorized and organized Association meetings.

All proxies shall be in writing in a form acceptable to the Board of Directors and shall be retained on file with the Secretary or anyone authorized for this purpose by the Secretary.

Every proxy shall be revocable and shall automatically cease upon the conveyance of the Association member's Lot to another.

ARTICLE IV

Board of Directors

Section 1. Number. The affairs of this Association shall be managed by a board of seven (7) Directors.

Section 2. Term of Office. The Members all elect seven (7) Directors for a term of two (2) years. Four (4) Directors shall be elected on even-numbered years, and three (3) Directors shall be elected on odd-numbered years. At each annual meeting, the members shall elect for a term of two (2) years the number of Directors whose term has expired.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Lot Owners of the Association. In the event of resignation, death, sale of Lot, removal of a Director, or the vacancy of an office of a member of the Board for whatever reason, his successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting.

Section 4. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his/her duties in advance of such expenses being incurred. The Board must approve any Director's expenses.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made to the Board of Directors by the Homeowners.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot prior to the Annual Meeting. At such election, the members or their proxies may cast, in respect to each vacancy, one (1) vote per Lot Owner. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. In the event of a tie involving the nominees seeking the final seat or seats on the Board, the tie shall be broken by a coin toss.

ARTICLE VI

Meetings of Directors

Section 1. Regular Meetings. The Board of Directors shall have regular meetings. These meetings will be open to all Association Members. Such meetings may be held in person or by video or telephone conference at the Board's discretion. A period of time will be set aside for new business brought before the Board that was not on the meeting agenda. If unscheduled business is not completed in the allotted time, it may be placed in the next meeting agenda. All residents will be alerted of the meetings via electronic means.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director except in cases of an emergency.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Alternate directors shall not count in determining whether a quorum exists.

Section 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VII

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have the power to:

- A. Establish and publish rules and regulations governing the use of the Open Space and facilities and the personal conduct of the members and their guest thereon, and to establish penalties for any infractions of the published rules. Each Association Member shall be furnished with a copy of the approved rules and regulations and of any amendments, promptly upon their approval.
- B. Suspend the voting rights and any other rights and privileges of Membership in the Association of a member for any period during which any assessment against his Lot remains unpaid. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infractions of published rules and regulations governing the use of the Common Areas and facilities. Assessments shall continue during any suspensions.
- C. Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of the By-Laws, Articles of Incorporation, or the Declaration.
- D. Declare the office of a member of the Board of Directors to be vacant in the event such member is absent from three (3) regular meetings of the Board without just cause. The Board will appoint an alternate member of the Board to fulfill the remaining term of the replaced member. If no alternate member is available, the Board shall appoint a voting member of the Association to the vacated position.
- E. Engage a manager, an independent contractor, or such other person or entity as they deem necessary, and to prescribe their duties.
- F. Approve all expenses, charges, and costs of maintenance, repair or replacement of the Common Areas and facilities, and any expenses, charges, or costs which the Association may incur or expend.

Section 2. Duties. It shall be the duty of the Board to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting, or at any special meeting when such statement is requested in writing by one fourth (1/4) of the voting members.
- B. Supervise all officers, agents, and employees of the Association.
- C. As more fully provided in the Declarations, to:
 - 1. The Board shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period. Such assessment shall be based on the annual budget to be presented to the Association Members. Annual Association Assessments may not be increased above fifteen percent (15%) of the previous year's assessment without a majority vote of the Membership
 - 2. Levy further assessments if, for any reason, the annual budget and annual assessment proves to be inadequate.
 - 3. Send written notice of each assessment to every Lot Owner at least thirty (30) days in advance of each annual assessment period.
 - 4. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Lot Owner personally obligated to pay the same.
- D. Issue, or cause an appropriate officer to issue, upon demand by any member, a certificate stating whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of the payment.
- E. Maintain adequate liability and hazard insurance on property owned by the Association.
- F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem necessary.
- G. Cause the Open Space and facilities to be maintained and,
- H. To fully carry out its duties as presented in these By-Laws and the Declaration.
- I. To obtain Acts and Omission Insurance for all Board Members as necessary.

ARTICLE VIII

Officers and Their Duties

Section 1. Officers Listed. Officers of this Association shall include President, Vice-President, Secretary, Treasurer, Assistant Secretary/Treasurer, and such other officers as may be elected or appointed by the Board of Directors.

Both the President and the Vice-President shall be members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of Association Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors, and each shall hold office for two (2) years unless he/she shall resign, be removed, or be disqualified sooner.

Section 4. Special Appointments. The Board of Directors may, as the Association needs dictate, elect other officers to have duties, responsibilities, and authorities as determined by the Board of Directors and to serve for a time period as determined by the Board.

Section 5. Resignation, Removal. Any officer may resign at any time by giving written notice to any Board member, the Association President, or Association Secretary. Such resignation shall become effective on the earlier of its receipt by the Board member, the President, or the Secretary or upon the date stipulated in the written resignation. Any officer may be removed with or without cause at the discretion of the Board of Directors.

Section 6. Vacancies. A mid-term vacancy of any office may be filled by appointment by the Board of Directors for the unexpired portion of the term of the officer replaced.

Section 7. Multiple Officers. No one individual may hold more than one (1) office except the offices of Secretary and Treasurer. Any regularly appointed officer may also hold a special appointment as described in Section 4. above in this Article in addition to his regular appointment.

Section 8. Officers Duties Enumerated.

President

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

Vice-President

The Vice-President shall act in the place and instead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as maybe required of him by the Board.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association and shall obtain the co-signature of the President on all promissory notes and the co-signature of one other officer of the Association on all checks, if and as the Board of Directors specifies from time to time; keep proper books of account; cause an annual audit of the Association books to be made by the financial committee at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Association Membership at its regular annual meeting, and deliver a copy of each to the members.

Assistant Secretary/Treasurer

The Assistant Secretary/Treasurer shall assist the Secretary and Treasurer in the carrying on their duties as is necessary.

ARTICLE IX

Assessments

Section 1. As more fully provided in the Declaration, each Lot Owner is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. The failure to pay any Annual Assessment on or before the due date thereof shall cause the whole annual assessment to then become due and payable and shall bear interest from the due date at the rate of six percent (6%) per annum. Additionally, the Association shall have the right to charge late fees in the amount of \$25.00 per month. In order to enforce the collection of the Assessments, the Association is authorized to bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the Lot. There shall be added to the amount of such assessment accumulated interest and the costs of collecting the same, including a reasonable attorney's fee. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Open Space or abandonment of his Lot.

ARTICLE X

Books and Records

Section 1. The books, records, and papers of the Association shall at all times, during reasonable hours, be subject to inspection by any member of the Association at the residence of the Association Secretary. Copies of books, records, and papers of the Association may be purchased at a reasonable cost.

ARTICLE XI

Indemnification

Section 1. The Association shall indemnify each Director, officer and employee of the Association (and of any other corporation or Association which he served at the request of the Association) for or against all liabilities and expenses reasonably incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding (whether brought by or in the name of the Association or such other corporation or Association or otherwise), civil, criminal, administrative or investigative (hereinafter called "action"), in which he may become involved as a party or otherwise by reason of his being or having been such Director, officer or employee, or by reason of any action taken or not taken in such capacity, whether or not he continues to be such at the time such liabilities or expenses are incurred and whether or not such action or omission to act occurred before or after the adoption of the By Laws, provided that (a) in respect of any action by or in the right of the Association or such other Association, such person was not negligent or guilty of misconduct to the Association or such other Association, and (b) in all respect to all other actions such person acted in good faith in what he reasonably believed to be in the best interest of the Association or such other corporation or Association and, in addition, in any criminal action had no reasonable cause to believe that his conduct was unlawful. The termination or any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believes to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe that his conduct was unlawful.

Section 2. As used in these By-Laws the terms "liabilities and expenses" shall include but not be limited to counsel fees and expenses and disbursements and amounts of any awards, verdicts, judgments, fines or penalties against, and amounts paid in settlement by a director, officer or employee, but shall not include amounts paid to the Association itself (or to such other corporation or Association) unless approved by a court.

Section 3. Where such person has been wholly successful on the merits in such action, or where indemnification of such person has been awarded by a court, he shall be entitled to indemnification as of right; otherwise, including any instances where such action is terminated by a settlement, the Association shall reimburse or indemnify him only if it shall be determined that such person has met the standards set forth in Section 1, either (a) by the Board of Directors, acting by a quorum consisting of two or more members of the Association other than those involved in the action, or (b) if there are not a least two members then in office other than those involved in the action, by independent legal counsel, who shall deliver to the Association their written advice to such effect.

Section 4. Expenses incurred with respect to any action may be advanced by the Association prior to the final disposition thereof, upon receipt of an undertaking such person to repay any amounts for which it shall ultimately be determined that he is not entitled to indemnification.

Section 5. The foregoing right of reimbursement or indemnification shall not be exclusive of other rights to which any such person may otherwise be entitled and, in the event of his death, shall extend to his legal representatives.

Section 6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another association, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this section.

ARTICLE XII

Committees

Section 1. The Board of Directors shall establish various committees and appoint chairpersons to those committees as necessary to carry out the business of the Board.

Section 2. The Board of Directors may utilize in the following committees and such other committees as the Board of Directors may establish to carry out the business of the Association.

- A. By-Laws – Responsible for changes to the By-Laws and Declaration.
- B. Legal/Insurance – Responsible for obtaining legal counsel and monitor and review all legal aspects of the Association.

This committee will also be responsible for the insurance matters of the Association.

- C. Environmental and Architectural Control – Responsible for enforcing the Declaration as they pertain to exterior structures, additions, etc.
- D. Financial – Responsible for collecting dues, paying bills, developing and monitoring a budget, and other general accounting and bookkeeping duties.
- E. Municipal Services – Responsible for liaison between the Association and the Municipality.
- F. Grounds – Responsible for maintenance and control of the open spaces.
- G. Social – Responsible for social functions of the Association.
- H. Communications – Responsible for accumulating and disseminating information of the Association to its members. Also responsible for Association information and activities to the news media.
- I. Sports – Develop and organize sport-related activities for Association members.
- J. Nominating/Election – Responsible to obtain individuals for nomination for the Board of Directors and conduct the election of these Officers at the annual meeting. Also, see Article V, Section 1.

ARTICLE XIII

Corporate Seal

Section 1. The Association shall have a seal in circular form having within its circumference the words: Cranberry Crossings Homeowner's Association, Inc.

ARTICLE XIV

Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the Board of Directors, by a vote of a majority of Board members present in person or by proxy.

Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV
Miscellaneous

Section 1. The fiscal year of the Association shall begin the first day of January and end on the 31st day of December.

IN WITNESS WHEREOF, we, being all the Directors of Cranberry Crossings Homeowner's Association, have hereunto set our hands this 1st day of April 2020.
