



**THE REVISED BY-LAWS of  
THE COMMUNITY CORPORATION  
Of HIGHPOINT, INC.**

These By-Laws are revised in accordance with court  
Orders issued by Honorable Reginald Stanton,  
Assignment Judge, Morris and Sussex Counties, of the  
Superior Court of New Jersey

Authorization for revisions in Accordance with Court Orders  
By resolution of March 1, 2002

Approval of revisions in Accordance with Court Orders  
By Resolution of October 4, 2002

Further revised by Amendment through  
Referendum dated April 4, 2003.

April, 2003

# THE REVISED BY-LAWS of THE COMMUNITY CORPORATION Of HIGH POINT, INC.

## INDEX to THE BY-LAWS of THE COMMUNITY CORPORATION OF HIGHPOINT, INC.

	<b>TOPIC</b>	<b>PAGE</b>
<b>ARTICLE I</b>	<b>NAME, OFFICE, AND PURPOSE</b>	
	1. Name and principal Office	1
	2. Purpose	1
<b>ARTICLE II</b>	<b>APPLICABILITY, MEMBERSHIP, DEFINITIONS</b>	
	1. Applicability	1-2
	2. Membership	2
	3. Definitions	2-3
<b>ARTICLE III</b>	<b>MEETING OF THE MEMBERS</b>	
	1. Place of Meetings	4
	2. Annual Meetings	4
	3. Order of Business	4
	4. Special Meetings	4-5
	5. Record Date	5
	6. Notice of Meetings	5
	7. Waiver of Notice	6
	8. Absentee Ballots	6
	9. Quorum	6
	10. Majority Vote	6
	11. Voting	7
	12. Absentee Ballot Rules and Procedures For the Election of Members to the Board Of Trustees	7-9
	13. General Rules and Procedures for the Election of Members to the Board of Trustees	9-10
	14. Adjournment of Meetings	10

	<b>TOPIC</b>	<b>PAGE</b>
<b>ARTICLE IV</b>	<b>BOARD OF TRUSTEES</b>	
	1. Purpose	11
	2. Numbers of Trustees, Qualifications And Compensation	11
	3. Election and term of Office	11-12
	4. Removal of Trustees	12
	5. Vacancies, Appointment of Interim Trustees	12
	6. Meetings of the Board of Trustees	12-13
	7. Powers and Duties	13-16
	8. Liability and Indemnification of Trustees	16
	9. Nominations for Board of Trustees	16-17
<b>ARTICLE V</b>	<b>OFFICERS</b>	
	1. Election, Removal and Compensation Of Officers	17
	2. President	17-18
	3. Vice President	18
	4. Secretary	18
	5. Treasurer	19
	6. Indemnification of officers	19
<b>ARTICLE VI</b>	<b>OPERATION OF THE PROPERTY</b>	
	1. Use of the Common Area	19
	2. Rules of Conduct	20
	3. Restriction on the Use of Dwelling Units	21
	4. Commercial Use	21
	5. Additions, Alterations or Improvements	21
	6. Maintenance and Repair	22
	7. Common Expense and Surplus	22-23
	8. Payment of Common Expenses	23-24
	9. Default in Payment of Common Expenses	24-25
	10. Fiscal Year and Records	25
	11. Open Bidding and Contracts	25
<b>ARTICLE VII</b>	<b>INSURANCE AND CASUALTY LOSSES</b>	
	1. General	26

<b>TOPIC</b>	<b>PAGE</b>
<b>ARTICLE VIII TRANSFER OF DWELLING UNITS</b>	
Liability of Purchaser (or Transferee) for Prior Assessments	26-27
 <b>ARTICLE IX MISCELLANEOUS</b>	
1. Compliance and Penalties	27-28
2. Notices	28
3. Invalidity	28
4. Conflicts	28
5. Waiver	28
6. Deed Restrictions	28
7. Captions	29
8. Gender	29
9. Amendments to the By-Laws	29-30
10. Judgment	30
11. The Developer, the Golf Club and HighPoint Country Club, LLC	30-31
12. Notices	31
13. Copies of the By-Laws	31

## **ARTICLE I                      NAME, OFFICE AND PURPOSE**

### **Article 1**

#### **Section 1:    Name and Principal Office**

- 1.1                      These are the By-Laws of Community Corporation of High Point, Inc. a non-profit corporation of the State of New Jersey, whose principal office is located at the (former) Clubhouse, Highpoint Country Club, Montague, New Jersey.

### **Article 1**

#### **Section 2:    Purpose**

- 2.1                      The purpose of the Corporation shall be to hold, operate, manage, maintain, Repair, and improve such Common Property and facilities within the community As shall from time to time come into its possession and to provide for the proper And orderly administration, management, and supervision of the Common Properties and affairs of the Corporation.
  
- 2.2                      Community Corporation of Highpoint, Inc. has been established pursuant to and it be governed by the applicable Statutes of the State of New Jersey, and in particular title of 15-A the Non-Profit Corporation Act, the Condominium Act (in applicable part) and the Judgment of Honorable Reginald Station, dated January 2, 1985, in the Case of Altamont Development Corporation, Plaintiffs, vs. Property Owners, Water, Legal, and Contingency Committee, et. Al., Defendants, in the Superior Court of New Jersey, Chancery Division., Sussex county, Docket No. C-4307-81-E.

## **ARTICLE II                      APPLICABILITY, MEMBERSHIP, DEFINITIONS**

### **Article 2**

#### **Section 1:    Applicability**

- 1.1                      All present and future Owners, Lessees, Mortgagees, and Occupants of Dwelling Units and Lots within the Community, and their respective Invitees, and Guests, and any other person who have the right to use common facilities in any manner, are subject to these By-Laws, the Rules and Regulations reasonably promulgated by the Corporation and the judgment of Honorable Reginald Stanton.  
  
The acceptance of a deed, or conveyance, or the entering into of a lease, or the act Of occupancy of property within the community shall constitute an agreement that These By-Laws, the Rules and Regulations of the Corporation and the provisions of the judgments, as they may be amended from time to time, will be complied with, are accepted and are ratified by the person or entity so accepting, conveying, entering or occupying.

**Article 2**  
**Section 2: Membership**

2.1 Every Owner shall be a Member of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of property within the community, which shall be the sole qualification for membership. Membership in the community shall lapse and terminate when the Member shall cease to be a Property Owner. However, any delinquent assessment shall remain the personal obligation and liability of a former Owner despite termination of Membership and any such delinquent assessment reduced to a lien shall remain a lien on the former Property owner property until paid.

Except as provided herein, no owner shall lose the Owner's right of Membership, access to the Owner's property or the right to attend or speak at any meeting of the Members of the Board of Trustees because of any failure to be current in financial obligations to the corporation. However, no Owner or Member may vote at any election for the Board of Trustees, in any meeting of the Members or in any referendum in which the membership acts without a meeting unless that Owner or Member shall be current in all dues and any other financial obligations to the community as of the record date of such election or referendum. A member shall be deemed to be current in monthly dues for election purposes only if the member is no more than 30 days delinquent on the record date. An Owner must be current in the payment of his or her assessments for all years in order for the Member to sign a nominating petition of a candidate for election to the Board of Trustees.

**Article 2**  
**Section 3: Definitions**

3.1 "Owner" shall mean an refer to the record owner, whether one or more persons or Entities, of a fee simple title to any property within the Community but excluding those having such interest merely as security for the performance of an obligation.

3.2 "Community" shall mean and refer to that property formerly known as the Highpoint Country Club Community, as expanded by the Judgment of January 2, 1985, to encompass the entire municipal R-4 Zone located adjacent to and along Clove Road in the Township of Montague, County of Sussex and State of New Jersey, including lands commonly known as the Base Tract, the True Tract and the Armstrong Tract.

3.3 "Dwelling Unit" shall mean and refer to any unity shown on any recorded subdivision plot of the community.

3.4 "Members" shall mean and refer to all those Owners who are members of the Corporation as provided in this Article. In the event any Owner is a Corporation Association or Partnership, the said Owner shall designate which Officers, Directors or Partners thereof shall be and constitute the Members.

3.5 "Board of Trustees" (or "Board" or "Trustees") shall mean and refer to the Board of Trustees of the Corporation.

- 3.6 “Vacant Lot” shall mean and refer to a subdivided lot or parcel of land upon which no Dwelling Unit exists.
- 3.7 “Corporation Property” or “Common Area” shall mean all land areas and structures thereon, and all personally conveyed to the Corporation pursuant to the Judgment, including by the way of description and not in limitation:
- the existing roads of the Community
  - the gatehouse
  - the two existing lakes
  - the beach areas
  - the tennis courts
  - the swimming pool
  - the clubhouse
  - the parking lot serving the Clubhouse
  - the ball field
  - all existing outdoor recreation areas, excluding the golf course
  - such other areas as may, from time to time, be conveyed to the Corporation and designated as Corporation Property or Common Area by the Corporation
- 3.8 “Spending Limitations” shall mean a sum equal to \$10,000.00
- 3.9 “Developer” is Altamont Development Corporation, its successors and assigns
- 3.10 “Election Conductor and Certifier” shall mean the individual or entity retained by the Board of Trustees to conduct and certify an election of members of the Board of Trustees in accordance with the court orders issued by the Honorable Reginald Stanton..

## **ARTICLE III MEETING OF THE MEMBERS**

### **Article 3:**

#### **Section 1: Place of Meetings**

- 1.1 The Owners shall hold meetings at such place within the Community as may be fixed from time to time by the Board of Trustees and designated in the notice of such meeting, as herein stated.

### **Article 3:**

#### **Section 2: Annual Meetings**

- 2.1 An Annual Meeting of the Owners shall be held each year on the first Sunday of the month of May at the Clubhouse, unless otherwise designated by the Trustees, with notice to the Members

- 2.2 At each Annual Meeting the Owners shall elect Trustees of the Association in accordance with the provision of Article IV. In addition, they may transact such other business as may properly come before the meeting.

**Article 3:**  
**Section 3: Order of Business**

- 3.11 The order of business at the Annual Meetings of the Owners shall be as follows:
- a) Roll Call
  - b) Proof of Notice of Meeting
  - c) Reading of Minutes of Preceding Meeting of the Members
  - d) Reports of Officers
  - e) Reports of Members of the Board of Trustees, in any
  - f) Reports of Committees, if any
  - g) Election of Members of Board of Trustees
  - h) Unfinished Business
  - i) New Business
  - j) Adjournment

- 3.12 The order of business at all other meetings of the Owners shall be set forth in the notice of the call thereof.

**Article 3:**  
**Section 4: Special Meetings**

- 4.1 Special Meetings may be called by the President, or a majority of Board of Trustees.
- 4.2 A Special Meeting must be called by the Secretary upon receipt of a written request therefore signed by at least thirty percent (30%) of the Owners. Each Owner must personally sign any such written requests for a Special Meeting.
- 4.3 A written request for a Special Meeting shall state the purpose or purposes of the proposed meeting. Business transacted at a Special Meeting shall be confined to the specific purposes stated in the notice of such Special Meeting.

**Article 3:**  
**Section 5: Record Date**

- 5.1 For the purpose of determining the Owners entitled to vote on any matters other than the election of Members to the Board of Trustees, and for the purpose of providing notice of any meeting of the Owners, or any adjournment thereof, or for the purpose of any other action, the Board of Trustees shall fix in advance a date as the record date for such determination.
- 5.2 Such date shall not be more than thirty (30) nor less than ten (10) days before the date of the meeting.



- 5.3 If no record date is fixed, then the date shall be determined in accordance with the provisions of law relating thereto.
- 5.4 The record date for determining eligibility to vote in elections for Members to the Board of Trustees shall be decided in accordance with Article 3, Section 13.2.

**Article 3:  
Section 6: Notice of Meetings**

- 6.1 Notice of meetings of the Owners shall be in writing. Notice of meeting other than the Annual Meeting shall indicate and state that it is being issued or at the direction of the person or persons calling the meeting.
- 6.2 Such notice shall be mailed or delivered to each Member's last known address not less than twenty (20) nor more than thirty (30) days prior to the date of the meeting.
- 6.3 Notice of all meetings at which disposition is to be made of assets of the Corporation must also be given to the holders of mortgages on any Corporation Property

**Article 3:  
Section 7: Waiver of Notice**

- 7.1 Notice of a meeting need not be given to any Owner who signs a waiver of notice whether before or after the meeting.
- 7.2 The attendance of any Member at a meeting in person or by absentee ballot shall constitute a waiver of notice by him.

**Article 3:  
Section 8: Absentee Ballots**

- 8.1 Votes may be cast either in person or by absentee ballots.
- 8.2 A request for an absentee ballot shall be submitted to the Secretary not less than twelve (12) days prior to the date of a scheduled meeting, setting forth in such request the reason for the inability to attend in person. The Secretary shall there upon send to the Owner an absentee ballot. The completed absentee ballot shall be returned to the Secretary in two (2) sealed envelopes, on such envelope to be inside the other. The outer envelope shall compare the names thereon with the request for absentee ballots. Once compared and determined to be correct, the Secretary shall remove the inner envelope and shall immediately destroy the out envelope. A record of the names of the absentee balloters shall be kept and shall be available for inspection by any Member one hour prior to any membership meeting. No absentee ballots shall be opened or inspected until the commencement of the Membership meeting to which the absentee ballots applies.

8.3 Nothing in this section shall preclude or be deemed to preclude any issue being brought before the Owners at a duly convened meeting of the Owners which has not been submitted to the Owners so as to allow voting thereon by absentee ballot.

**Article 3:  
Section 9: Quorum**

9.1 A quorum shall constitute those owners in attendance at the time of the call to order of the meeting provided that the number of Owners shall not be less than twenty five (25).

**Article 3:  
Section 10: Majority Vote**

10.1 The casting vote of a majority of the votes by the owners voting on an issue at a meeting at which a quorum is present shall be binding upon all Members, except when under the terms of these By-Laws or the provision of the laws of the State of New Jersey a larger number of votes is required.

**Article 3:  
Section 11: Voting**

11.1 The vote of the Owners shall be allocated as one (1) vote for each Dwelling and/or lot owned.

11.2 When more than one person (or entity) owns any Lot or Unit, their vote shall be exercised as they among themselves determine, but in not event will split a vote be honored, and in no event shall more than one vote be cast with respect to any Lot or Unit. Any Owner which is a corporation or partnership shall designate the person to case the Owners vote or votes, the identity of which shall be registered with the Secretary no less than forty-eight (48) hours prior to the scheduled time for the commencement of a Membership meeting.

11.3 Sections 11.1 and 11.2 shall apply to all referendums or voting upon issues other than the election of Members to the Board of Trustees. Procedures for Absentee Ballots and the election process for trustees is governed by Article 3, Section 12 set forth below.

**Article 3:  
Section 12: Absentee Ballot Rules &  
Procedures for the Election of Members to the Board of Trustees**

12.1 There shall be no specific reason for a Member voting by absentee ballot.

12.2 Absentee ballots shall be prepared and printed by the Election Conductor and/or Certifier upon the consent and approval of the Board of Trustees with the advice of counsel. There shall be separate and distinctive different colored ballots prepared - - one ballot shall be for owners of dwelling units or residences and the other ballot shall be for owners of subdivided vacant lots.

Ballots for each dwelling unit owner may, for example, be green in color. Each ballot designed for and voted by each dwelling unit owners shall entitle the dwelling unit owner to five (5) votes for one candidate per dwelling unit owned. For example, if a dwelling unit owner owns three (3) dwelling units, that dwelling unit owner is entitled to fifteen (15) votes.

Ballots for the owner of a subdivided lot may, for example, be yellow in color and shall entitle the vacant lot owner to cast one (1) vote per candidate.

- 12.3 The absentee ballots shall not contain any information which would identify the voter, however, the absentee ballots shall be numbered consecutively enabling the Election Conductor and/or Certifier to authenticate the ballot with the identity of the property owner.
- 12.4 The Election Conductor and/or Certifier shall mail or cause to be mailed to each Member's last known address not less than twenty (20) nor more than (30) days prior to the date of the Annual Meeting, the following:
1. Letter of Instruction or Cover Letter
  2. Notice of Annual Meeting and Agenda
  3. List of Election Candidates
  4. Absentee Ballot(s)
- 12.5 Included with each absentee ballot shall be two (2) envelopes wherein one envelope (the interior envelope marked "ABSENTEE BALLOT") can fit inside the other (exterior or return mailing envelope) envelope.
- a) The exterior envelope shall be pre-addressed to the Election Conductor and/or Certifier. The exterior envelope shall be marked with the voter's name and property address(es) at the Community Corporation of Highpoint, Inc.
  - b) The completed ballot shall be placed by the voter in the interior envelope and sealed. Then the owner shall place the sealed interior envelope in the exterior envelope and mail it to the Election conductor and/or Certifier for receipt by close of business day on the Friday next preceding the Sunday on which the Annual Meeting shall be held.
  - c) Absentee Ballots must be received by the Election Conductor and/or Certifier by close of business. The Election Conductor and/or Certifier will bring the sealed Absentee Ballots to the election at the Annual Meeting on the first Sunday in May. Said Absentee Ballots shall remain sealed in the interior envelope from the time of receipt by the Election Conductor and/or Certifier until after the polls for the in-person election have been closed.

- d) The Election Conductor and/or Certifier shall use the exterior or return mailing envelopes to verify that Absentee Ballots have been received by property owners from the Master Property Owner's List provided by the Community Corporation of Highpoint, Inc. Identification numbers on the interior sealed envelope will be verified with the number assigned to the property owner on the Master Property Owner's List at the time of the initial mailing of Absentee Ballots.

The Election Conductor and/or Certifier will neither count nor consider any absentee ballot received after the close of business on the Friday next preceding the Sunday on which the election will be held. However, the Election Conductor and/or Certifier will bring to the election any ballots received after the deadline as substantiation that said ballot was untimely received and therefore invalid.

**Article 3:**  
**Section 13: General Rules & Procedures**  
**for the Election of Members to the Board of Trustees**

- 13.1 Each member of the Corporation must be current in payment of all assessments for all prior years as well as for the year in which the election is being held.
- 13.2 The record date by which an Owner must be current in payment of all year's assessments and by which an Owner must be a legal owner of Record so as to entitle the Owner to vote in a Trustee Election shall be fixed by the Board of Trustees. However, such date shall not be more than sixty (60) nor less than twenty-five (25) days in advance of the election scheduled to be held at the Annual Meeting.
- 13.3 At the place and time of the in-person election, the Election Conductor and/or Certifier will operate a registration table with the Master List of Property Owners thereon. Any eligible voter who has not yet voted on an Absentee Ballot may vote in person at the election on the first Sunday in May. The election conductor and/or Certifier shall require each voter to sign in at the registration table and, thereupon, to present appropriate identification.
- 13.4 The ballots cast at the in-person voting site shall contain no information which would identify the voter. The Election Conductor and/or Certifier shall appropriately mark the ballots for authentication.<sup>3 ;30</sup>
- 13.5 The Owner of a dwelling unit or residence shall be entitled to five (5) votes per desired candidate. It is as if the Owner is casting one vote but that vote has the value of five (5) votes. There shall be no splitting of the five (5) votes.
- 13.6 The Owner of an un-subdivided lot shall be entitled to one (1) vote per vacant lot.
- 13.7 The Owner of an un-subdivided tract of land shall be entitled to one (1) vote per subdivided lot.

- 13.8 The Golf Club shall be entitled to six (6) votes in total.
- 13.9 Property owned by Husband and wife, jointly, shall be entitled to cast one (1) vote with a value of five (5) for a residence, a value of one (1) for a subdivided lot and value of one (1) for an un-subdivided lot. Said vote shall be cast by either the husband or wife appearing at the polling place or by absentee ballot.
- 13.10 Property owned by a Corporation, Partnership or other form of ownership shall be voted in accordance with appropriate written authorization submitted either when an absentee ballot is requested or when voting in person. At any rate, the Corporation, Partnership or other entity must provide the Election Conductor and/or Certifier with written authorization as to the identity of the individual authorized to sign on behalf of the legal entity at the in-person election. This written authorization must be provided by the close of business on the Friday of the next preceding Sunday on which the election will be held.
- 13.11 The Election Conductor and/or Certifier shall handle the determination of a quorum.
- 13.12. The Election Conductor and/or Certifier shall handle the rental of a Ballot Box and Ballot Booth for the election.
- 13.13 The Election Conductor and/or Certifier shall remain at the Community Corporation of Highpoint, Inc. after the close of the in-person election to tally the results of the in-person votes as well as the results of the absentee ballot votes. These results shall be the interim results.
- 13.14 The tallying of votes shall be conducted in the presence of five (5) election monitors who shall be selected by drawing lots from among property owners offering the serve as election monitors.
- 13.15 Within two (2) days of the election, the Election Conductor and/or Certifier shall officially certify the election.
- 13.16 The Election Conductor and/or Certifier shall maintain all documents and records from the election including return envelopes from absentee ballots until the Community Corporation of Highpoint, Inc., requests the return of such documents, including a seal container of ballots.

### **Article 3:**

#### **Section 14: Adjournment of Meetings**

- 14.1 If any meeting can not be held because a quorum has not been attained, the meeting shall be adjourned to a time not less than ten (10) days from the time scheduled for the original meeting. A further notice as to the date, time or place of the adjourned meeting shall be required. The number of owners in attendance at the scheduled time for commencement of such adjourned meeting shall be and constitute a quorum for the transaction of all business at any such adjourned meetings.

## **ARTICLE 4                      BOARD OF TRUSTEES**

### **Article 4:**

#### **Section 1:    Purpose**

- 1.1            The affairs of the Corporation shall be governed by a Board of Trustees.
- 1.2            The duties, election of and term of the Board of Trustees shall be regulated by these By-Laws.

### **Article 4:**

#### **Section 2:    Number of Trustees, Qualifications and Compensation**

- 2.1            There shall be five (5) members of the Board of Trustees
- 2.2            To qualify to be a member of the Board of Trustees, a Member must be current on all financial obligations to the Corporation.
- 2.3            No member of the Board of Trustees shall receive any compensation from the Corporation for acting as such.

### **Article 4:**

#### **Section 3:    Election and Term of Office**

- 3.1            The Board of Trustees shall be elected by vote of the Owners at the Annual Meeting.
- 3.2            Except as hereinafter provided, each Trustee shall be elected to serve for a term of three (3) years.
- 3.3            The term of each Trustee shall commence at the next regular meeting of the Board of Trustees after the meeting of the Membership at which the Trustee is elected.
- 3.4            Each Trustee shall hold office until his successor is elected or appointed as Provided for in these By-Laws.
- 3.5            At the 1986 Annual Meeting of the Membership, nine (9) Trustees shall be elected. Three (3) of the Trustees thereat elected shall serve for a term of three (3) years, three (3) of the Trustees thereat elected shall serve for a term of two (2) years and three (3) of the Trustees thereat elected shall serve for a term of one (1) year. The determination as to the length of term for which the Trustees are elected shall be made by the drawing of lots immediately after the conduct of the election. Thereafter, except as hereinafter provided for, at each Annual Meeting of the Members, three (3) directors shall be elected.

**Article 4:**

**Section 4: Removal of Trustees**

- 4.1 At any annual or Special Meeting of the Owners, one or more of the members of the Board of Trustees may be removed by a two-thirds vote.
- 4.2 A successor may then and there, or thereafter, be elected to fill the vacancy thus created, pursuant to Article 4, Section 5.1.
- 4.3 Any Trustee whose removal has been proposed shall be given the opportunity to be heard at the meeting called for such purpose. He/she shall be given notice of the reasons cited for his/her removal at least ten (10) days prior to the meeting. He/she may be represented by counsel.

**Article 4:**

**Section 5: Vacancies and appointments of Interim Trustees**

- 5.1 Vacancies on the Board of Trustees, caused by any reason, shall be filled by a two-thirds vote of the remaining members of the Board of Trustees.
- 5.2 Each person so appointed shall serve until a successor is elected by the members at their next Annual Meeting or at a Special Meeting of the Members called for that purpose.

**Article 4:**

**Section 6: Meetings of the Board of Trustees**

- 6.1 The next regularly scheduled meeting of the Board of Trustees, subsequent to the Annual Membership Meeting, shall be deemed a re-organizational meeting at which the Board of Trustees shall reorganize, elect officers and transact other such business that shall come before the meeting.
- 6.2 Regular meetings of the Board of Trustees shall be held on the first Friday of each month at 8 pm at the Clubhouse or at any other suitable location as designated by the Trustees in view of the sale of the clubhouse. If any such meeting shall fall on a Holiday, the meeting shall be held the succeeding Friday night. An agenda shall be posted in the Clubhouse or in the community Corporation office prior to the meeting. The meeting shall be open to all Members of the Corporation who may address the Board of Trustees under such circumstances and in accordance with such policies as shall, from time to time, be established by the Board of Trustees.
- 6.3 A Special Meeting of the Board of Trustees may be called by the President of the Corporation. A Special Meeting shall be called by the Secretary of the Corporation at the written request of at least four (4) members of the Board of Trustees.
- 6.4 Notice of regular and/or special meetings shall be given to each Trustee at least forty eight (48) hours prior to such a meeting, except in the event of a bona fide emergency. The notice shall state the time and place of the meeting. In case of a

Special Meeting, the purpose of the meeting shall also be stated in the notice. All notices must be confirmed in writing.

- 6.5 Waiver of notice may be made by any Trustee, in writing. Presence at the meeting shall be considered waiver of any formal notice of the Trustee.
- 6.6 The presence of a majority of the Trustees, then in office, at any meeting shall be considered a quorum.
- 6.7 A vote by a majority of the quorum shall constitute the decision of the Board of Trustees.

**Article 4:**  
**Section 7: Powers and duties**

The Board of Trustees shall have all the power and it shall be its duty to carry out the purposes of the Corporation, according to the Articles of Incorporation, the Judgment of the Honorable Reginald Stanton, these By-Laws and the Rules and Regulations which are, from time to time, reasonably promulgated. By way of explanation and not in limitation at the power granted to the Board of Trustees their power and duties shall include the following:

- 7.1 The Board of Trustees shall have the powers and duties necessary for the administration and management of the affairs of the Corporation and may do all such acts and things, except those which, by law or by the judgment or by these By-Laws may not be delegated to the Board of Trustees by the Members.
- 7.2 To maintain, care for, repair, reconstruct and protect the common elements, areas and facilities of the Corporation, including all realty, building property, etc., used by or owned by the Corporation.
- 7.3 To establish, levy, assess and collect and bring suit to recover assessments, both annual and special, from the Owners and to use said monies in accordance with these By-Laws.
- 7.4 To expend funds, to purchase, lease or rent property and to do any other act including those which may alter or change the assets of the corporation provided, however, that in no event except in the case of a bona fide emergency, shall the Trustees take any action (either separately or through a series of related acts) which involves the expenditure of sums or incurring liability in excess of the "Spending Limitation" for:
  - a) items not specified in the budget
  - b) items specified in the budget over the amount budgeted therefore
- 7.5 To prepare and adopt a budget for the Corporation in accordance within Section 7 of Article 6.



- 7.6 To employ and dismiss all employees, independent contractors, agents, servants of the Corporation and to determine the compensation for said employees. This may include the employment of a Managing Agent to perform such duties as the Board of Trustees may so designate and may lawfully delegate.
- 7.7 To purchase or arrange for such services, machinery, tools, supplies, and the like may be necessary for the proper operation and maintenance of the Corporation Property and the facilities and general business of the Corporation.
- 7.8 To employ legal counsel, engineers, architects and accountants and to fix their compensation.
- 7.9 To open bank accounts on behalf of the Corporation and to designate the signatories required therefore.
- 7.10 To obtain fidelity bonds for all officers or employees of the Corporation handling or responsible for Corporation funds.
- 7.11 To pay all taxes, assessments, utility charges and the like levied against the Corporation and its properties.
- 7.12 To collect delinquent assessments and to employ the provisions and powers set forth in the Judgment and these By-Laws to collect, foreclose, execute or levy against any delinquent Owner, including collection and lien procedures provided by the Condominium Act of New Jersey (N.J.S. 46.8B-1)
- 7.13 To authorize and designate such officer or officers as may be required to execute and deliver any documents, contracts, deeds, mortgages, certificates, bonds, notes or other instruments of title or other documents of whatsoever nature as may be required in furtherance of the affairs of the Corporation.
- 7.14 To maintain such insurance policies which it deems appropriate.
- 7.15 To make and to enforce compliance with such Rules and Regulations relative to the operation and use of the Common Areas and facilities and to amend the same from time to time as it deems reasonable and necessary.
- 7.16 To distribute and to deal with the Common surplus as follows:
- a) To allocate not more than fifty percent (50%) thereof to allocate reserves for future capital acquisitions and improvements
  - b) To apply it to the Common Expenses for future period or periods
  - c) No portion of the common surplus shall be distributed to and Owner or Member
- 7.17 To adopt reasonable Rules and Regulations to provide for the neat , proper and orderly maintenance of all properties within the Community.

- 7.18 To keep a detailed book of accounts, receipts and expenditures and to have the records reviewed by an accountant licensed to practice in the profession or field of accountancy in the State of New Jersey.
- 7.19 To render an Annual Report of the receipts and expenditures of the Corporation which shall be mailed to all Owners.
- 7.20 To keep detailed records of its actions, minutes of the meetings of the Board of Trustees and minutes of the Meetings of Owners.
- 7.21 The Board of Trustees shall have the power to purchase or sell property, to borrow funds or mortgage property in an amount per item which exceeds the pending limitation or otherwise exceed the spending limitation only upon majority vote of the Owners voting on the issue or as authorized to so purchase, sell, borrow or mortgage by the budget.

**Article 4:**

**Section 8: Liability and Indemnification of Trustees**

- 8.1 The members of the Board of Trustees shall not be liable to the Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith, as ultimately adjudicated by a court of competent jurisdiction.
- 8.2 The members of the Board of Trustees shall have personal liability with respect to any contract made by them on behalf of the Corporation.
- 8.3 Each Trustee (his heirs, administrators and executors) shall be indemnified and held harmless by the Corporation against any losses, expenses and counsel fees reasonably incurred in connection with any action or proceeding in which said Trustee (his heirs, administrators and executors) is made a party by reason of such office: provided, however, that, should such Trustee be adjudged in such action to have been guilty of willful misconduct or bad faith, the aforesaid indemnity shall not apply.
- 8.4 Such indemnification is intended to encompass acts of the Trustees as such to the extent herein provided and is not intended to be operative with respect to any duties, obligation, or liabilities assumed by such Trustees as Owners or Members.
- 8.5 Such indemnification shall be provided for as a Common Expense, pursuant to Article 6, Section 7.

**Article 4:**

**Section 9: Nominations for Board of Trustees**

- 9.1 Nomination for candidates to be members of the Board of Trustees shall be made either by a nominating committee to be appointed by the President or by written petition signed by at least ten (10) Owners in good standing. No Member shall

sign more petitions applicable to any election to the Board of Trustees than there shall be Trustees to be elected at that meeting.

9.2 The nominating committee shall consist of a Chairman, who shall be a member of the Board of Trustees and two or more additional Members of the Corporation.

9.3 The nominating committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of Trustees to be elected. Prior to submitting a candidates name for nomination, his or her approval therefore shall be received by the nominating committee.

## **ARTICLE V OFFICERS**

### **Article 5:**

#### **Section 1: Election, Removal and Compensation of Officers**

1.1 Principal officers of the Corporation shall be the President, Vice President, Secretary and Treasurer and such Assistant Vice President and Secretaries shall be designated by the Board of Trustees.

1.2 The officers of the Corporation shall be elected by vote of the Board of Trustees from among the membership of the Board of Trustees.

1.3 The election of the officers shall take place at the reorganization meeting of the Board.

1.4 Each officer shall hold office at the pleasure of the Board of Trustees. Upon the affirmative vote of two-thirds of the members of the Board of Trustees then in office, any officer may be removed and his successors be elected.

1.5 Each officer shall hold office until his successor is elected.

1.6 No officer shall receive any compensation form the Corporation for acting as such. Nothing contained in this subsection shall be deemed to preclude any officer from receiving reimbursement for expenses he actually incurred in good faith on behalf of the Corporation.

### **Article 5:**

#### **Section 2: President**

2.1 The President shall be the Chief Executive Officer of the Corporation.

2.2 The President shall preside at all meetings of the Owners and the Board of Trustees.

- 2.3 The President shall have all of the general powers and duties which are incident to the office of president of a Corporation organized under New Jersey law.
- 2.4 The President shall have the power to appoint committees from among the Members from time to time as he may, in his discretion, deem appropriate to assist in the conduct of affairs of the Corporation, provided he first obtains the advice (as distinguished from the consent) of the Board of Trustees with regard to any such appointment.

**Article 5:**  
**Section 3: Vice President**

- 3.1 The Vice President shall take place of the President and perform his duties whenever the President shall be absent or unable to act.
- 3.2 If neither the President or Vice President is able to act, the Board of Trustees shall appoint some other members of the Board of Trustees to act in the place of the President on an interim basis.
- 3.3 The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Trustees or the President.

**Article 5:**  
**Section 4: Secretary**

- 4.1 The Secretary shall keep the minutes of all meetings of the Owners and of the Board of Trustees.
- 4.2 The Secretary shall have charge of such records and papers as the Board of Trustees may direct.
- 4.3 The Secretary, in general, shall perform all the duties incident to the office of Secretary of a corporation organized under New Jersey law.
- 4.4 The Secretary shall also perform such duties for any committees as the Board of Trustees or the President may direct.
- 4.5 The Secretary shall also maintain an accurate roster of the names and addresses of the Members, be the keeper of the Corporate Seal and maintain a true and accurate copy of the By-Laws.

**Article 5:**  
**Section 5: Treasurer**

- 5.1 The treasurer shall have the responsibility for the funds and securities of the Corporation.
- 5.2 The Treasurer shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements.

- 5.3 The Treasurer shall are all required financial data.
- 5.4 The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Corporation in such depositories as may, from time to time, be designated by the Board of Trustees.
- 5.5 The Treasurer shall generally perform all duties incident to the office of Treasurer of a Corporation organized under New Jersey law.
- 5.6 The Treasurer shall render to the President and to the Board of Trustees full account of the financial condition of the Association at the regular meetings of the Board and whenever either the President or the Board shall so require.

**Article 5:**

**Section 6: Indemnification of Officers**

- 6.1 Each officer shall be entitled to and shall receive the same indemnification as provided for Trustees of the Association in Article 4, Section 8.

**ARTICLE 6 OPERATION OF THE PROPERTY**

**Article 6:**

**Section 1: Use of the Common Area**

- 1.1 The Common Areas shall be used in accordance with the reasonable purposes for which said Common Areas are intended, except as otherwise permitted by the Board of Trustees and as allowed in the By-Laws.
- 1.2 There shall be no obstruction or interference whatever with the rights and privileges of other members in the common Area and nothing shall be planted, altered, constructed upon or removed from the Common Area by any Member, except by prior written consent of the Board of Trustees.
- 1.3 If a Member shall violate this section, the Corporation shall have the right to restore the Common Area to its prior condition and assess the cost thereof against the Member who violates this section and such cost shall become a lien upon the Lot or Unit of such Member which shall become due and payable upon demand. The Corporation shall have the same right and powers to collect the cost of such restoration as provided in Section 6, Article 9, for the collection of delinquent funds.
- 1.4 If a Member interferes with the rights and privileges of another Member in the use of the Common Area, the Corporation of the member may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorney's fees as the Court may allow together with all the necessary costs and disbursements incurred in connection therewith.

**Article 6:**  
**Section 2: Rules of Conduct**

- 2.1 All Rules and Regulations shall be binding on all Members, Occupants, Lessees and their guests and all invitees and personal coming on the Community Property.
- 2.2 Sanctions, including warnings, imposition of fines, suspension of privileges of membership and suspension of use of Common Areas may be imposed for violation of these By-Laws and Rules and Regulations promulgated by the Board of Trustees.
- 2.3 Copies of changes in the Rules and Regulations shall be periodically furnished by the Corporation to each Owner whenever changes thereto are made.
- 2.4 No unlawful use shall be made of any part of the Common Elements.
- 2.5 All valid laws, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- 2.6 The Trustees shall establish a Grievance Committee to conduct hearings to determine whether violations of these By-Laws or of the Rules and Regulations of the Corporation have occurred. The Grievance Committee shall further be authorized to impose sanctions for any violations it determines to have occurred. The operating procedures and Rights of Appeal from determinations of the Grievance committee shall be promulgated by Rules and Regulations enacted by the Board of Trustees. The Board of Trustees may adopt Rules and Regulations barring or limiting the use of recreational areas and the clubhouse by Owners who are not current in their financial obligations to the Corporation.

**Article 6:**  
**Section 3: Restrictions on the Use of Dwelling Units**

In order to provide for congenial occupancy of the Community Property and for the protection of the value of the Lots and Units, the use of the Lots and Units shall be restricted and shall be in accordance with the following provisions:

- 3.1 No nuisance shall be maintained by any Occupant of a Unit or Lot, nor shall any use or practice be allowed by any Owner which is a violation of the Judgment, By-Laws, Rules and Regulations or which interferes with the peaceful possession or proper use and enjoyment of the Lots, Units or Common Elements.
- 3.2 The Dwelling Units shall be used as residences only.

**Article 6:**

**Section 4: Commercial Use**

- 4.1 Except for commercial uses which are in existence on the date these By-Laws become effective, there shall be no commercial uses conducted in any Dwelling Unit or within the Community except by express written consent of the Board of Trustees. Nothing in this Section shall be deemed to abrogate or impair any law, statute, ordinance, covenant, agreement or restriction in any manner prohibiting such commercial use.

**Article 6:**

**Section 5: Additions, Alterations or Improvements**

- 5.1 The Board of Trustees shall have the right to make or cause to make alterations and improvements to the Common Elements providing the making of such alterations and improvements is authorized by majority vote of the Owners voting on the issue where costs thereof exceed the "Spending Limitation".
- 5.2 The costs of such alterations and improvements shall be assessed as Common Expenses, unless in the judgment of the Board of Trustees, the same are exclusively or substantially for the benefit of particular Owners, in which case they shall be assessed therefore in such proportion as they approve jointly, and failing such approval, in such proportions as may be determined by the Board of Trustees.

**Article 6:**

**Section 6: Maintenance and Repair**

- 6.1 All maintenance, repairs and replacements to the Common Properties shall be made by the Corporation and shall be charged to all Owners as part of the Common Expense. Nothing in this subsection shall be deemed to impose upon the Corporation, Board of Trustees, individual Trustees or officers of the Corporation, any duty to effectuate or make any particular maintenance, repair or replacement, except as the Board of Trustees shall, in their sole and singular discretion, deem appropriate, nor shall anything in this subsection impair or be deemed to impair the obligation of third parties to make compensation for any damages which they may do or cause to be done to the common Properties.
- 6.2 Maintenance Schedule: The Corporation shall answer such reasonable requests for information concerning its maintenance of the common Elements as shall, from time to time, be made of it and which it deems appropriate.

**Article 6:**

**Section 7: Common Expenses and Surplus**

- 7.1 The Board of Trustees shall annually prepare and adopt a budget for the Corporation, determining the amount of Common Expenses.

- 7.2 The Common Expenses shall be such expense as shall be designated by the Board of Trustees and shall include, but should not be limited to the following:
- a) amounts required for the operation and maintenance of the Common Elements
  - b) amounts required for operation of the Corporation
  - c) amounts required for working capital of the Corporation
  - d) amounts required for future replacements and/or maintenance reserves and capital improvements
  - e) the cost of insurance premiums and fees on all policies of insurance maintained by the Corporation
  - f) amounts required to make up any deficit in the common Expenses for any prior year
  - g) amounts required for indemnification of Trustees and Officers pursuant to Article 4, Section 8, and Article 5, Section 6
  - h) uncollectible prior assessments, pursuant to Article 8, Section 3
  - i) amounts required to make up insufficient insurance proceeds subsequent to a casualty loss
- 7.3 The Board of Trustees shall advise all Owners promptly, in writing, of the amount of Common Expenses payable by each of them respectively and shall furnish to all Owners copies of the annual budget on which such Common Expenses are based.
- 7.4 The common Expenses shall be allocated and assessed among the Owners according to an in the manner and amount as is fairly and equitably determined by the Board of Trustees.
- 7.5 In the event it is concluded by the Board of Trustees that a special assessment and/or increase in the annual assessment and payments will be necessary, it may make such increase an/or special assessment, and it shall notify all Owners by written notice of the same, the need and the reasons therefore and the amounts thereof.
- 7.6 The Board of Trustees shall conduct a meeting of the Members at which they year's budget shall be discussed and the Board of Trustees shall adopt a budget for the fiscal year for the Corporation at least sixty (60) days prior to commencement of the fiscal year of the Corporation. In the event a budget cannot be put into effect prior to the commencement of the fiscal year of the Corporation, the Board of Trustees may impose a special assessment of not more than fifty percent (50%) of the prior year's assessment to the Owners, said special assessment to be applied to the budget and assessment ultimately proposed and put into effect for the then current fiscal year.
- 7.7 The annual assessment shall not be either increased or decreased by more than twenty percent (20%) of the preceding fiscal year's annual assessment without the vote of a majority of the Owner's voting on the issue.



**Article 6:**

**Section 8: Payment of Common Expenses**

- 8.1 All Owners shall be obligated to pay the Common Expenses assessed by the Board of Trustees pursuant to the provisions of Article 6, Section 7.
- 8.2 Payments shall be made to the Corporation at the principal office of the Corporation or at such other place as may be designated for such purpose by the Board of Trustees in accordance with the dates for payment established by the notice of the assessment. The Board of Trustees may provide for the payment of assessments in installments.
- 8.3 Special Assessments, when levied by the Board of Trustees pursuant to these By-Laws, shall be paid by the Owners in such manner as may be determined by the Board of Trustees.
- 8.4 The abandonment of a Lot or Unit or a waiver of the use and enjoyment of any of the Common Elements shall not be exempt or excuse any Owner from his contribution toward the Common Expenses.
- 8.5 Notwithstanding the destruction of any Dwelling Unit by casualty or otherwise, and the resulting inability to occupy such unit, the Owner of that Dwelling Unit shall remain liable for assessments for Common Expenses as a Dwelling Unit for the remainder of the year in which the destruction took place.
- 8.6 In the event of a change of classification of any property during the year from that of a lot to a Dwelling Unit, the assessment attributable to such property shall be increased pro-rata from the time of such change for the balance of the fiscal year. An Owner shall be assessed as a Dwelling Unit upon the issuance of a Certificate of Occupancy.

**Article 6:**

**Section 9: Default in Payment of Common Expenses**

- 9.1 All Common Expenses and assessments, together with interest (at the highest legal rate), costs and reasonable attorney's fees incurred in connection with collection thereof, shall be a charge on the Lot or Unit and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment accrued. The personal obligation for delinquent assessments shall also pass to the Owner's successor in title by his acceptance of title to such Lot or Unit for which such assessment are delinquent, except as provided in Article 8, Section 3.
- 9.2 Such liens shall be effective as provided by N.J.S. 46:8B-21 of the Condominium Act. Said lien may be foreclosed in the same manner as real estate mortgages and it shall be prior to all other liens except:

- a) any similar liens by the Corporation for prior charges and assessments
- b) assessments, liens and charges for unpaid taxes due on said Dwelling Unit
- c) prior mortgages and liens of record upon such Dwelling Unit

9.3 A suit by the Corporation against the delinquent Owner to recover a money judgment for the unpaid Common Expenses and assessments shall be maintainable without foreclosing or waiving the lien securing the same.

9.4 An Owner who claims the classification of assessment applicable to his property is improper, shall be given an opportunity to be heard by the Board of Trustees and present his claim. Should his claim be upheld by the Board of Trustees, his assessment shall be reduced to that attributable to the property category into which his property should have been placed and such Owner shall be given a refund of any excess assessment paid.

**Article 6:**  
**Section 10: Fiscal Year and Records**

10.1 The fiscal year of the Corporation shall be a calendar year unless otherwise designated by the Board of Trustees.

10.2 The books and records of the Corporation and any supporting vouchers shall be made available for examination by Members at convenient hours on working days. Such days shall be established by the Board of Trustees.

**Article 6:**  
**Section 11: Open Bidding on Contracts**

11.1 The Board of Trustees shall not enter into any contract on behalf of the Corporation in excess of fifteen Thousand Dollars and No Cents (15,000) before requesting invitational bids from at least three (3) reputable firms or businesses regularly engaged in performing the work or providing the goods and materials which would be the subject of the contract. The contract shall be awarded by the Board of Trustees which shall not be required to accept the lowest bid, but shall consider the amounts bid along with other factors they determine to be relevant. In the event that at least three (3) such bids cannot be obtained, then, and in that event only, upon approval of three fourths (3/4) vote of the Trustees then in office, said bid requirement may be waived or modified as the Board of Trustees shall determine.

**ARTICLE 7 INSURANCE AND CASUALTY LOSSES**

**Article 7:**  
**Section 1: General**

1.1 The Board of Trustees shall require such policy or policies of insurance to be maintained for the benefit and protection of the Corporation, the Trustees, the Officers and the Members as their respective interests may appear.

- 1.2 The types of coverages, their extent and applicable limits shall be determined by the Board of Trustees.
- 1.3 The Corporation shall have no responsibility to provide insurance to protect or insure the properties owned or controlled by anyone other than the Corporation.
- 1.4 The Owner or Operator of the golf course shall provide the Corporation with proof of insurance, the name of the Corporation as a loss payee, as appropriate, against loss or damage to person or property in the Community resulting from the use of the golf course or any equipment related thereto.
- 1.5 At the request of any Owner, the Corporation shall provide, to that Owner, an inventory of the relevant information concerning insurance policies maintained by the Corporation.

## **ARTICLE 8 TRANSFER OF DWELLING UNITS**

### **Article 8:**

#### **Section 1: Liability of Purchaser (or Transferee) for Prior Assessments**

- 1.1 The Purchaser (or Transferee) of title to a Lot or Unit shall be jointly and severally liable with his predecessor in title thereto for the amounts owing by the Seller (or Transferee) to the Corporation up to the time of transfer of the title, without prejudice to the right of the Purchaser to have recourse against the Seller for the amount paid by him as such joint debtor. An exception to this is a Purchaser at a foreclosure sale (except as noted in Sub Section 1.5)
- 1.2 These Transferees shall not be liable in a foreclosure sale and the Lot or Unit shall not be subject to a lien for common Expenses and other expenses assessed prior to their acquisition of title, provided, however, that the Corporation shall be joined a party to the foreclosure suit. When these exceptions apply, then the unpaid share of Common Expenses and other assessments shall become a common Expense collectible from all Owners.
- 1.3 Upon request by a Purchaser, the Corporation shall, within 10 (10) days after such request, issue a CERTIFICATE OF PRIOR CHARGES DUE which shall detail the amounts due. Thereupon, the liability of the Purchaser under Subsection 3.2 of this Article shall be limited to the amount as set forth in said certificate.
- 1.4 Upon the sale, conveyance or other lawful transfer of title to a Lot or Unit, all unpaid assessments, charges and expenses of the Corporation chargeable to the Lot or Unit shall first be paid out of the sales price or by the Purchaser, in preference to any other assessments or charges of whatever nature, except:

- a) assessments, liens and charges for taxes past due and unpaid on the Dwelling Unit; and
  - b) amounts due under bona fide mortgages and liens recorded prior to the claim of lien by the Corporation
- 1.5 In the event of a foreclosure by the Corporation of a statutory lien on any Lot or Unit for unpaid Common Expenses and in the event the proceeds of the foreclosure sale shall not be sufficient for the payment of such unpaid Common Expenses, it shall be collectable from all owners, including the Purchaser of the foreclosed Lot or Unit, his heirs and assigns in the same manner as Common Expenses.

## **ARTICLE 9 MISCELLANEOUS**

### **Article 9:**

#### **Section 1: Compliance and Penalties**

- 1.1 The By-Laws, the Rules and Regulations adopted pursuant hereto, together with all future amendments and the covenants and restrictions in the Judgment shall be strictly complied with by Member.
- 1.2 Failure to comply with any of the same shall entitle the Corporation to levy fines for violations, bring suit to recover monies due and for damages and injunctive relief against the offender.
- 1.3 If suit is instituted by the Corporation against anyone bound by these By-Laws and the Court determines the violation complained of has occurred, the
- 1.4 Corporation shall be reimbursed from the violator for its reasonable attorneys fees and such other costs as shall be established by the Court.
- 1.5 Nothing herein shall be deemed to preclude any Member from bringing action for relief against another Member or Members for violations which affect such Members person, property or enjoyment or occupancy of his Lot or Unit.

### **Article 9:**

#### **Section 2: Notices**

- 2.1 All notices to the Corporation shall be hand delivered or sent by registered or certified mail to the Corporation, care of the Secretary, at the Office of the Corporation, or to such other address as the Board of Trustees may hereafter designate from time to time in writing to all Owners and to other parties in interest.
- 2.2 All notices to any Member shall be sent by First Class Mail, postage prepaid, or shall be hand delivered to the address designated for the Member's Lot or Unit, or to such other address as may have been designated by such member from time to time, in writing, to the Corporation.

2.3 All notices shall be deemed to have been given when mailed or when delivered by hand, except notices of change of address which shall be deemed to have been given when received.

**Article 9:  
Section 3: Invalidity**

3.1 The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, or enforceability or effect of the remainder of these By-Laws

**Article 9:  
Section 4: Conflicts**

4.1 In case any of these By-Laws conflict with the provision of the Judgment or the laws of the State of New Jersey, the provision of said Judgment or the laws of the State of New Jersey, as the case may be, shall control.

**Article 9:  
Section 5: Waiver**

5.1 No restriction, condition, obligation, requirement or other provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

**Article 9:  
Section 6: Deed Restrictions**

6.1 None of the provisions in these By-Laws shall be deemed to be in derogation of or in release of any deed restrictions to which the property within the Community is or may be subject, whether such restrictions are contained in the Judgment or in the other prior deeds in the chain of title, unless required by the Judgment.

**Article 9:  
Section 7: Captions**

7.1 The captions herein are inserted only as a matter of convenience of reference and in no way define, limit, or describe the scope of the By-Laws or the content of any provision hereof.

**Article 9:  
Section 8: Gender**

8.1 The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural whenever the context so requires.

**Article 9:  
Section 9:**

**Amendments to the By-Laws**

- 9.1 These By-Laws may be modified or amended by the members at the Annual Membership Meeting or at a Special membership Meeting called in accordance with the provision of these By-Laws.
- 9.2 An Amendment may be presented for action at a Membership meeting by a two-thirds vote of the Board of Trustees or by a petition signed by the members entitled to cast not less than one hundred (100) votes. The petition shall contain the full text of the proposed amendment and a statement of no more than five hundred (500) words explaining the need for amendment. The petitions shall be filed with the Secretary at least forty (40) days prior to the meeting at which the amendment is to be acted upon and copies thereof shall be sent to all members by the Proponent of such By-Law change by first Class mail.
- 9.3 No modification or amendment to these By-Laws shall be valid unless adopted by the affirmative vote of two-thirds of the Owners voting upon the proposed modification or amendment.

**Article 9:  
Section 10:**

**Judgment**

- 10.1 The Judgment of the Honorable Reginald Stanton, dated January 2, 1985, sets forth in detail the obligations and responsibilities of the individual Property Owners of the community Corporation of Highpoint, Inc. and the developer of the HighPoint Country Club Community (the municipal R-4 zone of Montague Township). Some of these obligations and responsibilities are set forth in the present By-Laws; however, it is understood that the provisions of the Judgment are controlling in the case of any conflict between the By-Laws and Judgment, and also in the case of provisions in the Judgment not set forth in detail in the By-Laws.

**Article 9:  
Section 11:**

**The Developer, The Golf Club and HighPoint Country Club., LLC**

- 11.1 The Developer shall be a Member of the Corporation as long as it owns at least one (1) vacant lot or one (1) Dwelling Unit in the Community.
- 11.2 The Developer shall have no veto power over the actions of the Corporation or over any actions taken by the Board of Trustees including, but not limited to, the budget or assessments proposed by the community Corporation of HighPoint, Inc.
- 11.3 Altamont shall continue to be assessed for its property in the Community on the same basis and to the same extent as other property owners in the community.

- 11.4 The Golf Club will pay, in lieu of assessments or other payment, an annual road use charge of \$19,000 by quarterly payments of \$4,750 on the first day of each quarter, beginning as of January 1, 2000. These payments shall be neither lowered nor raised and capped at \$19,000.
- 11.5 The Golf Club shall pay an annual assessment on the basis of six (6) vacant lots on community maintained roads in the same manner as other vacant lots on community maintained roads are assessed throughout the community.
- 11.6 The Golf Club shall have a total of six (6) votes for the golf course property, calculated on the basis of one (1) vote for each lot on which it is assessed.
- 11.7 HighPoint Country Club, LLC, shall be assessed for one dwelling unit by virtue of its purchase of the former Clubhouse as set forth in the Deed of Conveyance dated May 2, 2001.

**Article 9:**

**Section 12: Notices**

- 12.1 It shall be the obligation of each Member of the Corporation to provide the Secretary of the Corporation with his current mailing address for receipt of notices and information from the Corporation. It shall be the obligation of the Corporation to mail notices and information to members at the most current mailing address contained in the Corporation records.

**Article 9:**

**Section 13: Copies of By-Laws**

- 13.1 A copy of the By-Laws as adopted and approved by the Court, and any subsequent amendments shall be filed by the Secretary with the Sussex County Clerk within ten (10) days after adoption or approval, as the case may be. Copies of the By-Laws and amendments shall be provided to each Member by the Corporation within a reasonable time after adoption.

**RESOLUTION FOR CHANGE IN BY-LAWS  
RESOLUTION FOR THE REDUCTION OF BOARD MEMBERS  
FROM 9 MEMBERS TO 5 MEMBERS  
TO BE ACCOMPLISHED THROUGH ATTRITION**

**WHEREAS**, the Board of Trustees of the Community Corporation of HighPoint, Inc., feels it is in the best interest of the property owners to reduce the number of Board Members, and

**WHEREAS**, the Board of Trustees feels that the conducting of the corporation business would be better served by a reduction of Board Members, and

**WHEREAS**, the Board of Trustees feels that this reduction should be done in an orderly fashion,

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Community Corporation of HighPoint, Inc., amend its by-Laws to allow for the reduction in numbers of elected Trustees from nine (9) elected members to five (5) elected members effective at the next regular meeting of the Board of Trustees after the meeting of the membership on May 6, 1990.

**FURTHER, BE IT RESOLVED**, that this reduction in elected members shall be accomplished through attrition of those positions which are ending in May, 1990, and/or through vacancies created through resignation.

**FURTHER, BE IT RESOLVED**, that all articles of the By-Laws which relate to nine (9) Board Members will be amended to reflect five (5) Board Members.

**FURTHER, BE IT RESOLVED**, that this amendment shall be placed before the membership of Community Corporation at a Special Meeting to be held on February 2, 1990, at 7:00 pm for the purpose of their approval.

**FURTHER, BE IT RESOLVED**, that this amendment to the By-Laws of Community Corporation shall only become valid if it is accepted by the affirmative vote of two-thirds of the votes cast.