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# CRANERIDGE ASSOCIATION, INC,

- Certificate of Incorporation
- Declaration of Covenants
- By-Laws



CERTIFICATE OF INCORPORATION

OF

CRANERIDGE ASSOCIATION INC.

PURSUANT TO THE MEMBERSHIP CORPORATION LAW

WE, THE UNDERSIGNED, for the purpose of forming a membership Corporation pursuant to the Membership Corporation Law of the State of New York, hereby certify:

1. The name of the proposed corporation shall be

CRANERIDGE ASSOCIATION INC.

2. The purposes for which the corporation is to be formed are:

To promote the health, safety and welfare of its members by providing and maintaining properties for the common use of its members in the Town of Concord, County of Erie and State of New York upon such Sands as the corporation may from time to time, acquire.

3. In addition to those powers conferred on the corporation by the membership corporation law of the State of New York and such other laws of this State as may be applicable to the corporation, the corporation shall have the following powers:

- a. To own, acquire, build, operate and maintain recreational areas including parks, playgrounds, swimming pools, lakes, golf courses, commons, streets, footways, including buildings, structures and personality incidental thereto;
- b. Provide exterior maintenance for the lots and homes of its members;
- c. Maintain unkempt land or trees;
- d. Supplement municipal services;
- e. Establish and collect fees from its members based on each member's use of the corporation's facilities and services;
- f. Fix and collect annual dues from its members based on the expenses of the corporation as protected for the ensuing fiscal year;
- g. Pay taxes, if any, on the common properties and facilities; and
- h. Insofar as is permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of its members.

4. The territory in which its operations are principally to be conducted is the Town of Concord, County of Erie and State of New York.

5. The city and county in which its office is to be located is the City of Buffalo, County of Erie and State of New York.

6. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any loft (or living unit) which is subject by covenants of record to assessment by the Association, shall be a member of the association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation, shall not be a member.

7. Voting Rights, The Association shall have two classes of voting membership.

Class A. Class A members shall be all those defined in Section I with the exception of the Developer. Class A members shall be entitled to one vote for "each lot (or living unit)\* in which they hold the interests required for membership by Section

J. When more than one person holds such interest or interests in any lot (or living unit) all such persons shall be members, and the vote for such lot (or living unit) shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot (or living unit).

Class B. Class B members shall be the Developer. The Class B member shall be entitled to three votes for each lot in which it holds the interest required for membership by Section I (and for every living unit in any multifamily structure owned by it until such unit is first sold or leased) provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- b. On December 31, 1972.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot (or living unit) in which it holds the interests required for membership under Section I.

8. Dissolution. The corporation may be dissolved by unanimous written consent of its members or by the vote of two-thirds of its members cast at a meeting duly held upon notice as required by law.

(\*For purposes of determining the votes allowed under this Section, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.)

9. Disposition of Assets Upon Dissolution. Upon dissolution of the corporation assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation, in the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title vested in any member under any recorded covenant or deed unless made in accordance with the provisions of such covenant or deed.

10. Amendments. These Articles may be amended in accordance with the law, provided that the voting and quorum requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provision.

11. The number of Directors of the Corporation shall be not less than nine or more than fifteen and said Directors need not be members of the corporation. The initial Board of Directors shall consist of nine Directors who shall hold office until the election of their successors for the terms stated in Article 12.

12. The names, addresses of those persons who are to act as Directors until the election of their successors, and their terms of office, are:

To serve until the first annual meeting to be held on February 6, 1968:

Diane V. Evans	146 Meadowlane, Tonawanda, N.Y.
Annabelle Crump	Route 240, Concord, N.Y.
Douglas J. Trost	Supervisor Road, Colden, New York

To serve until the next succeeding annual meeting:

Charles J. Palmeri	53 Stonehenge, Orchard Park, N.Y.
Theodora A. Krehbiel	100 Ivy Lea Road, Tonawanda, N.Y. Thomas
Thomas H. Evans, Jr.	146 Meadowlane, Tonawanda, N.Y.

To serve until the next succeeding annual meeting:

Peter W. Braun	65 Meadowstream, Snyder, N.Y.
William F. Caldwell	125 Huntington Court, Snyder, N.Y.
Raymond Crump	Route 240, Concord, N.Y.

13. All of the subscribers to this Certificate are of full age at least two-thirds of them are citizens of the United States; at least one of them is a resident of the State of New York. Of the persons named as Directors, at least one is a citizen of the United States and a resident of the State of New York.

IN WITNESS WHEREOF, we have made, subscribed and acknowledged this  
Certificate this 29th day of June, 1967.

s/ Peter W. Braun  
Peter W. Braun  
165 Meadowstream, Snyder, N.Y.

s/William F. Caldwell  
William F. Caldwell  
125 Huntington Cr., Williamsville, N.Y.

s/Raymond Crump  
Raymond Crump  
Route 240, Concord, N.Y.

s/Charles J. Palmeri  
Charles J. Palmeri  
53 Stonehenge, Orchard Park, N.Y.

s/Theodore A. Krehbiel  
Theodore A. Krehbiel  
100 Ivy Lea Road, Tonawanda, N.Y.

STATE OF NEW YORK:  
COUNTY OF ERIE : ss.

On this 20th day of June, 1967, before me personally appeared  
PETER W. BRAUN, WILLIAM F. CALDWELL, RAYMOND CRUMP, CHARLES J. PALMERI  
and THEODORE A. KREHBIEL, to me known and known to me to be the same persons described in  
and who executed the foregoing Certificate of Incorporation, and they thereupon severally duly  
acknowledged to me that they executed the same.

s/Daniel J. Callanan  
Notary Public, Erie County, N.Y.

I, JOSEPH A. NEVINS, JSC, a Justice of the Supreme Court of the Eighth Judicial  
District, do hereby approve the foregoing Certificate of incorporation.

Dated: July 13, 1967

s/Joseph A. Nevins  
Justice of the Supreme Court

# DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 1st day of June A.D. 1967, by CRANERIDGE INC., hereinafter called "Developer"; and PETER W. BRAUN, residing at 65 Meadowstream Drive, Snyder, New York, THOMAS H. EVANS, JR., residing at No. 146 Meadowlane, Tonawanda, New York and CHARLES J. PALMERI residing at No. 53 Stonehenge Drive, Orchard Park, New York, hereinafter called "Individual Owners".

WITNESSETH;

WHEREAS, Developer and the Individual Owners are the sole owners of the real property described in Article II of this Declaration and desire to create thereon a residential community with permanent parks, playgrounds, open spaces and other common Facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and to this and desires to subject the real property described in Article ii together with such additions as may be hereafter made thereto to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has incorporated, the CRANERIDGE ASSOCIATION INC under the laws of the State of New York as a non-profit Membership Corporation for the purpose of exercising the functions aforesaid: and

WHEREAS, the Individual Owners being the sole owners of property within the real property described In Article II and are also desirous of joining in this Declaration of Covenants and Restrictions and subjecting their said properties to same;

NOW, THEREFORE, the Developer and the individual Owners declare that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article it hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth,

## ARTICLE I

### Definitions

Section I. The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

- A. "Association" shall mean and refer to the CRANERIDGE ASSOCIATION.

B. "The Properties" shall mean and refer to all such existing properties, and additional thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

C. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plot of the Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as hereto-fore defined.

E. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

F. "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when such Living Unit is situated upon its own individual Lot.

G. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage shall not mean to refer to the mortgage unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

H. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

## ARTICLE II

Property subject to this Declaration: Additions thereto:

Section I. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the Town of Concord, and is more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Concord, County of Erie and State of New York, being part of Lot No. 40, Township 7 and Range 6 of the Holland Land Company's Survey, more particularly described and bounded as follows:

BEGINNING at a point in the centerline of Crane Road 528 feet east of the easterly boundary of the Glenwood Road as measured along the centerline of Crane Road; thence northerly at right angles to the said centerline of Crane Road, a distance of 24.75 feet to the northerly boundary of Crane Road; thence easterly and along the northbounds of Crane Road 2464 feet to the east line of Lot No. 40; thence northerly, and along the east bounds of Lot No. 40, 2061.18 feet to a point therein

which is intersected by the north bounds of lands heretofore conveyed to Raymond Crump and Annabelle Crump, his wife, by deed recorded in the which is intersected by the north bounds of lands heretofore conveyed to Erie County Clerk's Office in Liber 5923 of Deeds at page 49; thence westerly, and along the north bounds of lands so conveyed to Crump by deed aforesaid, 2811 feet to a point; thence southerly, in a straight line to the northwest corner of lands heretofore conveyed to Roy S. MacHose and Dorothy I. MacHose, his wife, by deed recorded in the Erie County Clerk's office In Liber 6730 of Deeds at page 436; thence, continuing southerly along the lands conveyed to MacHose by deed aforesaid, to the point or place of beginning.

EXCEPTING AND RESERVING therefrom those premises heretofore conveyed to Roy S. MacHose and Dorothy I. MacHose, his wife, by deeds recorded In the Erie County Clerk's Office in Liber 4999 of Deeds at page 225, Liber 6239 of Deeds at page 691, and Liber 6730 of Deeds at page 437.

SUBJECT, however, to Developer's absolute right to dedicate, transfer, convey such portion of the premises it may deem advisable for the creation of utility easements, roadways, sewer right-of-ways, and sewer districts, provided such dedication, transfer or conveyance is made prior to the conveyance of the common properties provided in Article IV, Section II hereof.

Section I (a). The aforesaid described property shall hereinafter be referred to as Existing Property.

Section II. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

A. Additions in Accordance with a General Plan of Development The Developer, its successors and assigns shall have the right to bring within the scheme of this Declaration, additional properties in future stages of development.

Additions made by the Developer under this Section shall terminate on December 31, 1972, after which date, additions by the Developer must be made pursuant to Sub-section "C" of this Section.

B. The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme -of this Declaration, in no event, however shall such Supplementary Declaration revoke, modify or add to the covenants established by



C. Other Additions, upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (B) hereof.

D. Mergers, Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property, except as hereinafter provided.

## ARTICLE III

### Membership and Voting Rights in the Association

Section I. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot (or Living Unit) which is subject by covenants of record or assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such Interest merely as a security for the performance of an obligation shall not be a member.

Section II. Voting Rights. The association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section I with the exception of the Developer. Class A members shall be entitled to one vote for each Lot (or Living Unit) in which they hold the Interests required for membership by Section I. When more than one person holds such Interest or interests from any Lot (or Living Unit)\* all such persons shall be members, and the vote for such Lot (or Living Unit) shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot (or Living Unit)\*.

\*(For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.)

Class B. Class B members shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1 (and for every Living Unit in any Multifamily Structure owned by it until such Unit is first sold), provided that the Class 8 membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On December 31, 1972.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot (or Living Unit) in which it holds the interests required for membership under Section 1.

## ARTICLE IV

### Property Rights in the Common Properties

Section I. Members' Easements of Enjoyment. Subject to the provisions of Section III, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot (or Living Unit),

Section II. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such "time as if has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns, that it shall convey the Common Properties to the Association, exclusive of any portion which may in the interim be delegated or transferred to any public agency, authority or utility for the purpose of providing services or utilities or conveying title to common roadways or sewer districts as the Developer may deem advisable for the general improvement of the Common Properties not later than June 1, 1972.

Section III. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following;

- (a) The right of the Developer and of the Association, in accordance with Its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition

to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the employment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) The right of individual Members to the exclusive use of parking spaces as provided in Section 4 hereof; and

(f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety days in advance of any action taken.

## ARTICLE V

### Covenant for Maintenance Assessments

Section I. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot (and Living Unit) owned by him within The Properties hereby covenants and each Owner of any Lot (or Living Unit) by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deeded to covenant and agree to pay to the Association;

(1) Annual assessments or charges;

- (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such Interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section II. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and In particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties Including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereof, and for the cost of- labor, equipment, materials, management and supervision thereof.

Section III. Basis and Maximum of Annual Assessments, Until the year beginning January, 1969, the annual assessment shall be \$20.00 per lot for living unit. From and after January 1, 1969 the annual assessment may be Increased by vote of the Members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years, for each succeeding period of three year.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section IV. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section III thereof the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, In whole or In part, the cost of any construction or reconstruction unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose written notice of which shall be sent to ail Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section V. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section III hereof, and for the periods therein specified the Association may change Hi a maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by

proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section III hereof, shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section II hereof.

Section VI. Quorum for any action authorized under Sections IV and V.

The quorum required for any action authorized by Sections IV and V are as follows:

At the first meeting called, as provided in Sections IV and V hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all the votes of each class of membership shall constitute a quorum, if the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections IV and V, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section VII. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of said year.

The amount of the annual assessment which may be levied For the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section III hereof as the remaining number of months in the year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section IV hereof shall be fixed in the resolution authorizing such assessment.

Section VIII. Duties of the Board of Directors: The duties of the Directors shall be as set forth in the By-laws of the Association and shall include the fixing of the date of commencement and the amount of the assessments as provided herein.

Section IX. Effect of Non-Payment of Assessment, The Personal Obligation of the Owner: The Lien Remedies of Association: If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided thereupon become a continuing lien on the property which shall bind such property in

the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six per cent per annum and the Association may bring an action at law against the Owner personally obligated to pay **the** same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the cost of the action.

Section X. Subordination of the Lien to Mortgages: The Lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section XI. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section I, hereof; (c) all properties exempted from taxation by the laws of the State of New York, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said- assessments, charges or liens.

## ARTICLE VI

### Architectural Control Committee

Section I. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and topography by the Board of Directors of the Association, or by an Architectural Committee composed

of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VII Exterior Maintenance

Section I. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association may at the request of the Owner, provide exterior maintenance upon each Lot and Living Unit which is subject to assessment under Article V hereof, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section II. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot or Living Unit is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot or Living Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section III. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance required (authorized) by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

## ARTICLE VIII General Provisions

Section I. Declaration. The covenants and restriction of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of seven (7) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument

signed by the then Owners of two-thirds of the Lots (or Living Units) has been recorded, agreeing to change said covenants and restrictions in whole or in part. (For purposes of meeting the two-thirds requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.) Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least-ninety (90) days in advance of any action taken.

Section II. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section III. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law\* or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any Hen created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section IV. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

## ARTICLE IX

### Prohibited Activities

#### Section I. General Activities

- a. No obnoxious or offensive activity shall be carried on or become an annoyance to the neighborhood or a nuisance to the Association.
- b. The only use permitted shall be private, and no signs or display or advertising of any kind shall be permitted exempt by the Developers or Builders.
- c. No horse or other animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.



- d. All buildings and structures shall be in compliance with Building Codes and Ordinances of the Town of Concord and such other governmental agencies having jurisdiction in the premises.
- e. No temporary structures such as tents or trailers shall be used as a dwelling either temporarily or permanently and living in a partially completed living unit is prohibited unless plumbing has been installed and approved by the Erie County Department of Health.
- f. Trees. No tree over five inches in diameter measured at a point four feet above ground on any lot or plot shall be cutback, removed or killed without the written consent or approval of the Association. The Association may require the planting and trimming of trees, shrubbery and hedges which interfere with the enjoyment of neighboring properties.
- g. The exterior construction and finishing of any building shall be completed within one year from date of commencing the building of same as evidenced by the delivery of any building materials to the building site.
- h. No person shall unduly interfere with the natural flow of surface drainage water so as to create a nuisance or which **shall** interfere with the free enjoyment of the Common or Private Properties within the properties as described in Article I (b) hereof.
- i. There shall be a minimum set-back requirement for any building located on a circular lot within the area described in Article II, Section I of 20 feet from any perimeter of any said circular lot

## Section II. Businesses.

- A. Definitions: For the purposes of this section, the following words shall have the meaning indicated unless the context clearly requires otherwise:

### BUSINESS OR OCCUPATION

All activities, occupations, callings, trades, pursuits, or professions located or engaged in within Craneridge with the object of gain, profit, benefit or advantage. Each business location shall be deemed a separate business unless it is a specific annex to the main location of the business.

### HOME OCCUPATION

A lawful activity commonly carried on within a dwelling by a member or members of the family who occupy the dwelling where the occupation is secondary to the use of the dwelling for living purposes and the residential character of the dwelling is maintained.

### PREMISES

All lands, structures, places, equipment, and appurtenances connected or used therewith in any business, and also any personal property, including any vehicle which is either affixed to or is otherwise used in connection with any such business conducted on said premises.

B. Intent and Purpose

1. The home occupations and businesses regulations seek to balance the need of some individuals to work at home with rights of other individuals to enjoy the residential character of their neighborhood and their private property. Further, the purpose of this section is to protect the health, safety, and welfare of the neighborhood residents and the preservation of the neighborhood as a comfortable place for the people who live there.
2. It is also the intent and purpose of this section to provide for certain types of restricted occupational uses within residential districts. Only such uses will be allowed which:
  - a. Are incidental to the use of the premises as a residence;
  - b. Are compatible with residential uses;
  - c. Are limited in extent;
  - d. Do not detract from the residential character of the neighborhood

C. Home Business Standards

Home businesses shall be allowed in all single-family residential zones. All home businesses must comply with the following regulations:

1. The home occupation shall be clearly incidental and secondary to the use of the dwelling. No additions or alterations of the dwelling unit or lot shall be permitted that change the residential appearance of the premises.
2. No exterior signage or display of business on premise. Window displays shall not be utilized.
3. The home occupation shall not be open to the public or receive deliveries earlier than 8:00 AM or later than 11:00 PM, routine residential-type carriers, such as the USPS, UPS, and/or FedEx, excepted.
4. A home occupation shall produce no offensive noise, vibration, smoke, dust, odors, or heat. No equipment or process shall be used in a home occupation which creates visual or audible electrical interference in any radio or television receiver off the premises or which causes fluctuations in line voltage off premises.
5. Toxic, explosive, flammable, combustible, corrosive, radioactive, or other restricted materials, if any, shall be used, stored and disposed of in accordance with the International Fire Code and the National Fire Protection Association Life Safety Code. Activities conducted and material/equipment used shall not be of a nature to require the installation of fire safety features not common to residential uses.
6. All parking associated with the home occupation must be in the driveway where the home occupation is located. On-street parking is limited to maximum of two vehicles during normal business hours. (8:00AM-5:00PM)
7. Business must be registered with Home Owners Association and be in accordance to all laws and regulations established by the Town of Concord.

I, IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 1<sup>st</sup> day of June, 1967.

CRANERIDGE INC.

By \_\_\_\_\_

\_\_\_\_\_

Thomas H. Evans, Jr.

\_\_\_\_\_

Charles J. Palmeri

\_\_\_\_\_

Peter W. Braun

STATE OF NEW YORK:  
COUNTY OF ERIE : ss.  
CITY OF BUFFALO :

On this 1st day of June, 1967 before me personal by came Peter W. Braun to me personally known, who, being by me duly sworn, did depose and say that he resides in that he is the President of CRANERIDGE INC., the Corporation described in and which executed the within Instrument; that he knows the seal of the Corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

s/Daniel Callanan  
Notary Public, Erie County, N.Y.

STATE OF NEW YORK :  
COUNTY OF ERIE : ss.  
CITY OF BUFFALO :

On this 1st day of June, 1967, before me, the subscriber personally appeared THOMAS H. EVANS, JR., CHARLES J. PALMERI and PETER W. BRAUN, to me known and known to me to be the same persons described in and who executed the within Instrument and they duly acknowledged to me that they executed the same.

s/Daniel Callanan  
Notary Public, Eric County, N.Y.

AMENDMENT OF DECLARATION OF  
COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 13th day of July, 1967, by CRANERIDGE INC., hereinafter called "Developer"; and PETER W. BRAUN, residing at 65 Meadowstream Drive, Snyder, New York, THOMAS H. EVANS, JR., residing at 146 Meadow Lane, Tonawanda, New York and CHARLES J. PALMERI, residing at No. 63 Stonehenge Drive, Orchard Perk, New York, hereinafter called "Individual Owners."

WITNESSETH:

WHEREAS, the Developer and She Individual Owners have heretofore executed and recorded certain Declaration of Covenants and Restrictions by instrument dated the 1st day of June, 1967, which said Instrument was recorded in the Erie County Clerk's Office on the 28th day of June, 1967 in Liber 7365 of Deeds at Page 345, and

WHEREAS, the said parties desire to amend the aforesaid recorded Restrictions as hereinafter set forth by the addition of "Section IV" under "Article IV" of said recorded Restrictions, it being intended her by that this addition and Amendment shall not in any way affect, invalidate or revoke the said Restrictions heretofore recorded, affecting premises,

NOW, THEREFORE, the Developer and the Individual Owners declare that the real property heretofore described in said certain Declaration of Covenants and Restrictions, dated the 1st day of June, 1967 and recorded in the Erie County Clerk's Office in Liber 7365 of Deeds at Page 345, shall be held, transferred, sold, conveyed and occupied subject to the following amended restriction, which said restriction shall be in addition to the said covenants and restrictions so recorded, and which shall in no wise diminish. Invalidate, revoke, or cancel the said restrictions so recorded in Liber 7365 at page 345:

## ARTICLE IV

Section IV. Member's Easement of Ingress and Egress to Roadways and Thoroughfares. Every member shall have an absolute and perpetual easement of ingress and egress to the common and/or public roadways and thoroughfares which shall be in the minimum width of ten (10) feet and, where the same is applicable, shall cross the common properties and connect the member's lot to the nearest common and/or public roadway or thoroughfare, It being understood that maintenance, upkeep and repair of said easement shall be borne by the member and not by the Developer or the Association. The aforesaid easement of ingress and egress shall be absolute and shall be appurtenant to and shall pass with the title to every lot. The location of said easement shall be approved by the Developer or the Association in accordance with Article VI of these Restrictions.

IN WITNESS WHEREOF, the parties hereto have hereunto have set their hands and seals this 13 day of July, 1967.

CRANERIDGE INC.

By s/Peter W. Braun

s/ Thomas H. Evans

s/ Charles J. Palmeri

s/ Peter J. Braun

CRANERIDGE ASSOCIATION, INC.

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u> <u>NUMBER</u>
Article I	DEFINITIONS	1
Section 1.01	“Association”	1
	“Common Properties”	1
	“The Properties”	1
	“Directors”	1
	“Declaration”	2
	“Lot”	2
	“Lot Owner”	2
	“Member”	2
Article II	LOCATION	2
Section 2.01	Location	2
Article III	MEMBERSHIP	3
Section 3.01	Membership	3
Section 3.02	Joint or Common Ownership	3
Section 3.03	Suspension of Membership Rights	3
Article IV	VOTING	4
Section 4.01	Voting Rights	4
Section 4.02	Voting Regulations	4
Section 4.03	Absentee Ballots and Proxy Voting	4
Article V	PROPERTY RIGHTS OF ENJOYMENT OF COMMON AREAS	5
Section 5.01	Use and Enjoyment of the Common Properties	5
Section 5.02	Delegation of Rights	5
Article VI	ASSOCIATION PURPOSES AND POWERS	6
Section 6.01	Association Purposes and Powers	6
Article VII	BOARD OF DIRECTORS	6
Section 7.01	Board of Directors	6
Section 7.02	Vacancies	6

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
Article VIII	ELECTION AND REMOVAL OF DIRECTORS	7
Section 8.01	Nominations and Nominating Committee	7
Section 8.02	Election and Election Committee	7
Article IX	POWERS AND DUTIES OF BOARD OF DIRECTORS	9
Section 9.01	Powers of Board of Directors	9
Section 9.02	Duties of Board of Directors	11
Article X	DIRECTORS' MEETINGS	12
Section 10.01	Organizational and Regular Meetings	12
Section 10.02	Special Meetings	12
Section 10.03	Action Not Taken at Duly Held Meetings	13
Section 10.04	Quorum and Voting	13
Article XI	OFFICERS	14
Section 11.01	Officers	14
Section 11.02	President	14
Section 11.03	Vice-President	15
Section 11.04	Secretary	15
Section 11.05	Treasurer	15
Article XII	COMMITTEES	16
Section 12.01	Standing Committees	16
Section 12.02	The Nominations Committee	15
Section 12.03	Architectural Control Committee	16
Section 12.04	Maintenance Committee	17
Section 12.05	Process Complaints	18
Article XIII	MEETINGS	18
Section 13.01	Annual Meeting	18
Section 13.02	Special Meetings	19
Section 13.03	Notice of Meetings	19
Section 13.04	Quorum	20
Section 13.05	Waiver and Consent	20
Section 13.06	Order of Business at Meetings	21
Article XIV	FINANCE AND RECORDS	21
Section 14.01	Checks	21
Section 14.02	Fiscal Year	21
Section 14.03	Annual Reports	22



ARTICLE		<u>PAGE NUMBER</u>
Section 14.04	Record Keeping	22
Section 14.05	Separate Account for Capital	
	Reserve Funds	23
Section 14.06	Books, Records and Legal Documents	23
Article XV	CORPORATE SEAL	24
Section 15.01	Corporate Seal	24
Article XVI	AMENDMENTS	24
Section 16.01	Alteration, Repeal or Amendment	24
Section 16.02	Form of Amendment Proposals	25
Section 16.03	Nonmaterial Errors or Omissions	26
Section 16.04	Effective Date of Amendment	26
Article XVII	MISCELLANEOUS	26
Section 17.01	Notices	26
Section 17.02	Conflict with Articles of Incorporation or with Declaration	27
Section 17.03	No Waiver for Failure to Enforce	27
Section 17.04	Gender	27
Section 17.05	Captions	27
Section 17.06	Severability	27

BY-LAWS  
OF  
CRANERIDGE ASSOCIATION INC.

ARTICLE 1  
DEFINITIONS

Section 1.01. "Association" shall mean and refer to The Craneridge Association Inc., a nonprofit corporation organized and existing under the laws of the State of New York.

"Common Properties" shall mean and refer to parks, playgrounds, swimming pools, commons, streets, footways, including buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties.

"The Properties" shall mean and refer to premises heretofore described in a Declaration of Covenants and Restrictions dated the 1st day of June, 1967, and recorded in the Erie County Clerk's Office on the 28th day of June 1967, in Liber 7365 of Deeds at Page 345, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article II, Section 2 of the "Declaration."

"Directors" or "Board of Directors" shall mean and refer to the elected members of the Board of Directors of the Association.

"Declaration" shall mean those covenants and restrictions dated the 1st day of June, 1967, and recorded in the Erie County Clerk's Office in Liber 7365 of Deeds at Page 345 and amendments thereto duly recorded.

"Lot" shall mean and refer to any portion of The Properties under the scope of the Declaration (with the exception of the Common Properties as defined in the Declaration) and (i) identified as a separate parcel of the tax records of the Town of Concord or (ii) shown as a separate lot on any recorded or filed subdivision map.

"Lot Owner" shall mean and refer to the holder of record title, whether one or more persons or entities, of the fee interest in any Lot, whether or not such holder actually resides on the Lot.

"Member" shall mean and refer to the Owner of a Lot subject to the Declaration whether the holder of record title of the fee interest in the Lot or the record holder of any leasehold estate, whether or not such holder actually resides on the Lot.

## ARTICLE II

### LOCATION

Section 2.01. "Location": The principal office of the Association shall be at 69 Hardwood, Glenwood, (Town of Concord), New York, 14069.

## ARTICLE III

### MEMBERSHIP

Section 3.01. Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 3.02. Joint or Common Ownership; If a Lot is owned by more than one person, as joint tenants, tenants by the entirety or as tenants in common, the persons owning such Lot shall reach agreement as to the matter voted upon and cast their vote for their Lot.

Section 3.03. Suspension of Membership Rights: The membership right of any Lot Owner whose interest in The Properties is subject to assessments under the Declaration, whether or not such Lot Owner is personally obligated to pay such assessments, may be suspended, e.g. precluded from using the facilities of the Association or from voting for Association Directors, by action of the Directors during the period that when the assessments remain unpaid; but, upon payment of such assessments, such Lot Owner's rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of common properties and facilities, and the personal conduct of any person thereon, as provided in

Article IX, Section 1, they may, in their discretion, suspend t.-e rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

## ARTICLE IV

### VOTING

Section 4.01. Voting Rights: Each Lot Owner shall have one (i) vote. Any Lot Owner who is in violation of the Declaration, as determined by the Directors, shall not be entitled to vote during any period in which such violation continues.

Section 4.02. Voting Regulations; The Directors may make such regulations, consistent with the terms of the Declaration, the Articles of Incorporation, these By-Laws, and the Not-for-Profit Corporation Law of the State of New York, as they deem advisable for any meeting of the Lot Owners, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Lot Owners for voting purposes, the establishment of representative voting procedures and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 4.03. Absentee Ballots and Proxy Votings On any matter submitted to the Lot Owners for vote, other than the election of Directors, any Lot Owner entitled to vote may cast a vote without attending the meeting in question by filing a written statement

with the Directors prior to the meeting in question, which statement may or may not (i) specify a particular issue on which the Lot Owner intends to vote, and (ii) direct that the vote be made for or against the issue. Lot Owners unable to attend a meeting at which Directors are to be elected shall be entitled to file an absentee ballot if so provided by the Directors or may vote by a proxy authorizing some other person to vote on behalf of such Lot Owner which proxy shall be in writing and shall be filed with the Directors.

## ARTICLE V

### PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTIES

Section 5.01. Use and Enjoyment of the Common Properties; Each Member shall be entitled to the use and enjoyment of the Common Properties and Facilities as provided by the deed transferring the Common Properties to the Association and the Declaration.

Section 5.02. Delegation of Rights; Any Member may delegate such Member's rights of enjoyment in the Common Properties and Facilities to the members of such Member's family who reside upon The Properties or to any of the tenants or guests who reside thereon. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the Member to such person. Until such notification is given the Association may preclude any person who is not a member from using Association facilities. The rights and privileges of such person

are subject to suspension under Section 3.03 to the same extent as those of the Member.

## ARTICLE VI

### ASSOCIATION PURPOSES AND POWERS

Section 6.01. Association Purposes and Powers: The Association shall have those powers and purposes' as set forth in the Articles of Incorporation as well or as any lawful power as may be incidental to the carrying out of the purposes set forth in said Articles of Incorporation.

## ARTICLE VII

### BOARD OF DIRECTORS

Section 7.01. Board of Directors: The business and affairs of the Association shall be managed by the Board of Directors. The number of Directors of the Association shall be not less than five (5) nor more than fifteen (15). Elected Directors shall serve for a term of three (3) years. All Directors shall be (i) Lot Owners, (ii) spouses of Lot Owners, (iii) members or employees of a partnership Lot Owner, or (iv) officers, directors, shareholders, employees or agents of a corporate Lot Owner.

Section 7.02. Vacancies: Vacancies in the Board of Directors shall be filled by the majority of remaining Directors (or by a sole remaining Director). Any such appointed Director shall hold

office until a successor to such Director is elected by the Members to fill the unexpired portion of the term of the Director whose vacancy such person was elected to fill. Such election shall be at the next annual meeting of the Members or any special meeting called for that purpose. Any vacancy occurring by reason of an increase in the number of Directors may be filled by action of a majority of the entire Board of Directors and any Director so elected shall hold office until the next meeting of Lot Owners or until a successor is elected and qualifies.

## ARTICLE VIII

### ELECTION AND REMOVAL OF DIRECTORS

Section 8.01. Nominations and Nominating Committee: Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to each annual meeting of Members and shall serve only with respect to that annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its sole discretion, determine, but not less than the number of vacancies that are to be filled plus one (1). Section 8.02. Election and Election Committee; All elections to the Board of Directors shall be made on secret written ballot



which shall (a) set forth the number and term of vacancies to be filled; (b) set forth in order determined by drawing the names of those candidates nominated by the Nominating Committee to fill such vacancies; (c) contain space for a write-in for each vacancy (in the event there are additional nominations from the floor). The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

On the day of the election the Directors shall appoint an Election Committee consisting of not less than three (3) Members. The Election Committee shall adopt a procedure to:

- a. establish that the number of ballots corresponds to the number of votes;
- b. distribute and collect the ballots;
- c. if the vote is by proxy assure that the proxy has been filed with the Directors and that such proxy is valid;
- d. count the ballots and proxies and advise the Board of the results.

Immediately after the announcement of the results, unless a review of the procedure is demanded by the Members present, the ballots shall be destroyed.

## ARTICLE IX

### POWERS AND DUTIES OF BOARD OF DIRECTORS Section

9.01. Powers of Board of Directors: The Board of Directors shall have the following powers and responsibilities:

- a. To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the Members;
- b. To appoint and remove at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-laws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever;
- c. To establish, levy and assess, and collect the dues, charges and assessments permitted by the Declaration;
- d. To collect, use and expend the assessments and charges collected for the maintenance, care and preservation and operation of the property of the Association;
- e. To the extent it deems the same necessary and reasonable, procure and maintain adequate liability

insurance covering the Association, the Directors, Officers, agents and employees and procure and maintain adequate hazard insurance on such of the Association's real and personal properties as it deems appropriate;

- f. To adopt and publish rules and regulations governing the use of the Common Properties and Facilities and the personal conduct of the Members and their guests thereon, and establish penalties for infractions thereof;
- g. In the event that any Member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, or at any time prior thereto, declare the office of said absent Director to be vacant;
- h. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin, or seek damages from or impose penalties on Lot Owners for violations of the provisions of the Declaration or of any rules or regulations of the Association;
- i. To pay all taxes owing by the Association, and file all tax returns;
- j. To issue, or cause to be issued, upon demand by any

person an "Assessment Certificate" as provided in the Declaration, setting forth the status of payment of assessments for any Lot; k. To enter into contracts; and l, To exercise for the Association all other powers,

duties and authority vested in or delegated to this Association, except those reserved to the meeting or to Members by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.

Section 9.02. Duties of Board of Directors; It shall be the duty of the Board of Directors:

- a. To 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 of the Members or at any special meeting when such is requested in writing by one-fourth (1/4) or more of the voting Members;
- b. To supervise all officers, agents and employees of the Association and to see that their duties are properly performed;
- c. As more fully provided in Article V of the "Declaration":
  - (1) To fix the amount of the assessment against each Lot for each assessment period and, at the same time

- (2) To prepare a roster of the Lots and the assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, and, at the same timer
- (3) To send written notice of assessments to every Lot Owner subject thereto? and
- d. To issue, or to cause an appropriate officer to issue upon demand by any person a certificate setting forth the status of payment of assessments for a Lot. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

## ARTICLE X

### DIRECTORS' MEETINGS

Section 10.01. Organizational and Regular Meetings: An organizational meeting of the Board of Directors shall be held to elect officers immediately or within a short time after the annual meeting of Members and at such other times as the Board of Directors may determine.

Section 10.02. Special Meetings; Special meetings of the Board of Directors shall be held when called by any Officer of the Association or by any two Directors after not less than three (3) days notice to each Director. The person or persons authorized

to call such special meeting of the Board may fix any place convenient to the Directors as a place for holding such special meeting. Any Director may, in a writing, signed by such Director, before or after the time of the special meeting stated therein, waive notice of any special meeting. The attendance of a Director at any special meeting shall constitute a waiver of notice of such special meeting. Neither the business to be transacted at, nor the purpose of, any special meeting, need be specified in the notice of waiver of notice of such meeting, unless specifically required by law, by the Articles of Incorporation of the Association or by these By-Laws. Section 10.03. Action Not Taken at Duly Held Meeting: The transaction of any business, at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 10.04. Quorum and Voting: Unless otherwise provided in the Declaration, a majority of the entire Board of Directors shall constitute a quorum-for the transaction of business at all meetings of the Board of Directors. Except in cases in which it

is provided otherwise by statute, by the Articles of Incorporation, or by the By-Laws, a vote of a majority of such quorum at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the Directors present may adjourn the meeting from time to time by majority vote of those Directors present, and without further notice, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted at the meeting which might have been transacted as originally called.

## ARTICLE XI OFFICERS

Section 11.01. Officers: The Officers of the Association shall be a president, a vice-president, a secretary, and a treasurer. The president and the vice-president shall be members of the Board of Directors. The Officers shall be chosen by majority vote of the Directors. All Officers shall hold office during the pleasure of the Board of Directors. Section 11.02. President; The president shall supervise the work of the other officers, shall preside at all meetings of the Board of Directors and Members, shall see that orders and resolutions of the Board of Directors are carried out and may, in the name of the Association, sign all notes, checks, leases, mortgages, deeds, and all other written instruments.

Section 11.03. Vice-President: The vice-president shall perform all the duties of the president in his absence and all other duties and functions assigned to him or her by the president or the Directors.

Section 11.04. Secretary; The secretary shall be ex officio the secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. The secretary shall have charge of the seal, if any, of the Association and shall sign all certificates of membership. The secretary shall keep the records of the Association. The secretary shall record in a book kept for that purpose the names of all Members of the Association together with their addresses and the names and addresses of their mortgagees, all as registered by such members.

Section 11.05. 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, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer shall sign all checks and notes of the Association, provided that such checks and notes also be signed by the president or the vice-president.



The treasurer shall keep proper books of account and as directed by the Board, cause an annual audit, review or compilation of the Association books to be made by a certified public accountant at the completion of each fiscal year. At the direction of the Board, the treasurer shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

## ARTICLE XII COMMITTEES

Section 12.01. Standing Committees; The Standing Committees of the Association shall be the Nominations Committee, the Architectural Control Committee and the Maintenance Committee.

Unless otherwise specifically provided in these By-Laws, each committee shall consist of a chairperson and two (2) or more other members and shall include a Member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors. The Board of Directors may appoint such other committees as it deems desirable.

Section 12.02. The Nominations Committee: The Nominations Committee shall have the duties and functions described in Article VIII.

Section 12.03. Architectural Control Committee The Architectural Control Committee shall have the duties and functions described for such Committee in the Declaration.

Section 12.04. Maintenance Committee: The Maintenance Committee shall concern itself with the maintenance, repairs and replacement of The Common Properties and Facilities of the Association. Said Committee shall receive the advices of the Board of Directors and of the Members of the Association, and shall investigate and determine facts relative to all of the aforementioned.

Said Committee shall also investigate complaints relative to the exterior maintenance of the Lots of the individual Members, and the rights of way connecting said Lots and roadways, as well as the paint, repair and general upkeep of gutters, downspouts, exterior building surfaces, trees and walks of the subject Lots-

In the event that the said Committee shall determine that certain work, labor and services needs to be performed on a specific Lot, the Committee shall notify the Lot Owner who shall be obliged to remedy the violation or to appeal the alleged violation to the Board of Directors. Upon the failure of the Lot Owner to perform such work, labor and services or to successfully appeal the decision of the Maintenance Committee to the Board of Directors, the Board of Directors shall have the duty to enforce, provided same is reasonable, the determination of the Maintenance Committee. If the Lot Owner fails to remedy the violation within 30 days after receiving notification to do so, the Board of Directors may take such remedial action, including the obtaining

of an injunction directing compliance. The cost of bringing about compliance, including legal fees, shall be at the expense of the Lot Owner.

Thereafter, the Lot Owner who does not voluntarily perform such maintenance shall be assessed for the cost of said work, labor and services, and such assessment shall be a lien upon the Lot of such Owner pursuant to the Declaration.

The Maintenance Committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions. Section 12.05. Process Complaints; It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. As it deems appropriate, it shall dispose of such complaints or refer them to such other committee or to the Board of Directors.

## ARTICLE XIII

### MEETINGS

Section 13.01. Annual Meeting; The regular annual meeting of the Members shall be held on such Saturday in May or June of each year as the Director shall determine or on such other date and at such time and place convenient to the Members as shall be designated by the Directors. Such annual meeting shall be for the election of Directors and for the transaction of such other

business as may come before the meeting. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

Section 13.02. Special Meetings: Special meetings of the Members for any purpose may be called at any time by the president, the vice-president, the secretary or the treasurer, or by any two (2) or more Members of the Board of Directors, or upon written request of Members holding not less than one-fourth (1/4) of all the votes of the entire membership.

Section 13.03. Notice of Meetings: Notice of any meetings shall be given to the Members by the secretary. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to the Member's address appearing on the books of the Association. Each Member shall register such Member's address with the secretary of the Association and thereafter notices of meetings shall be mailed to such Member at such address. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business of any meeting which shall involve an election governed by Article VIII of these By-Laws or any action governed by the Articles of Incorporation or by the Declaration, notice of such meeting shall be given or sent as therein provided.

Section 13.04. Quorum: The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of all Members shall constitute a quorum for any action governed by these By-Laws. If any meeting of Members cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may, without notice other than announcement to those physically present, adjourn the meeting to a time not less than 48 hours from the time the original meeting was called, and from time to time thereafter, until a quorum shall be present in person or by proxy. The quorum required in each reconvened meeting shall be one-half (1/2) of the quorum required for the previous meeting. The act of two-thirds (2/3) of the Members present at a meeting at which a quorum was present shall be the act of the Members unless the act of a greater or lesser number is required by law, or by the Articles of Incorporation of the Association, the Declaration or these By-Laws. Section 13.05 Waiver and Consents Wherever a vote of the Members is required by law, or by the Articles of Incorporation of the Association, the Declaration or these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of the Members may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 13.06. Order of Business at Meetings: The order of business at all regular meetings of Members of the Association shall be as follows:

- (1) Calling of meeting to order;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Reading of minutes of preceding meeting;
- (4) Reports of officers;
- (5) Reports of committees;
- (6) Appointment of Election Committee;
- (7) Election of Directors;
- (8) Unfinished and/or old business;
- (9) New business;
- (10) Adjournment.

#### ARTICLE XIV

##### FINANCE AND RECORDS

Section 14.01. Checks: All checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association shall, unless otherwise provided by resolution of the Board of Directors, be signed by the president, or treasurer and countersigned by one other Director of the Association.

Section 14.02. Fiscal Year: The fiscal year of the Association shall be the 12 calendar months ending December 31 of each year, unless otherwise provided by the Board of Directors.

Section 14.03. Annual Reports: There shall be a full and correct statement of the financial affairs of the Association including a balance sheet and a financial statement of operation for the preceding fiscal year prepared by a certified public accountant and including a certificate signed by a public or certified public accountant to the effect that the financial statement presents fairly the financial position of the Association and the results of its operations in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding period except as specified therein. Such report shall be distributed to all Lot Owners and to all mortgagees of Lots who have requested the same, promptly after the end of each fiscal year. Taking into consideration the cost of an audit vs. a review, the complexity and volume of the Association's financial affairs and such other factors the Board of Directors deems relevant, the Board of Directors of the Association shall determine each year whether such statement shall be in the form of an audit or review, except that (i) an audit, at the expense of the Association shall be required if authorized in writing by at least two-thirds (2/3) of all Lot Owners and (ii) any Lot Owner or mortgage holder shall be entitled to obtain an audited statement at such Lot Owner's or mortgagee's own expense.

**Section 14.04. Record Keeping**; The Board of Directors shall keep detailed records of the actions of the Board of Directors

and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of Lot Owners, and financial records and books of account of the Association, including chronological listing of receipts and expenditures, as well as a separate account for each Lot which, among other things, shall contain the amount of each maintenance assessment, special assessment and other charges, if any, against such Lot, the dates when installments of assessments are due, the amounts paid thereon, and the balance remaining unpaid.

**Section 14.05 Separate Account for Capital Reserve Funds**; Any funds of the Association collected or designated as reserves for the replacement of capital items shall be segregated from all other funds of the Association in one or more separate accounts. This shall not preclude the Association from segregating other portions of its funds in separate accounts for a specific purpose (e.g., reserves for non-capital items) or otherwise.

**Section 14.06. Books, Records and Legal Documents**: The Board of Directors shall make available for inspection upon reasonable notice and during normal business hours, to existing and prospective Lot Owners, tenants, title insurers, mortgagees, mortgage insurers and mortgage guarantors, current copies of the Declaration, By-Laws, Articles or Incorporation, rules and-regulations, budget, schedule of assessments, balance sheet and any other books, records and financial statements of the



Association. The Board of Directors may furnish copies of such documents to such parties and may charge a reasonable fee to cover the cost of furnishing such copies.

**ARTICLE XV  
CORPORATE SEAL**

**Section 15.01 Corporate Seal:** The Association shall have a seal in circular form, as affixed in the blank space below.

**ARTICLE XVI  
AMENDMENTS**

**Section 16.01. Alteration, Repeal or Amendment:** These By-Laws may be modified, altered, repealed, amended or added to at any regular or special meeting of the Lot Owners provided that:

- a. a notice of the meeting containing a full statement of the proposed modification, alteration, repeal, amendment or addition has been sent to all Lot Owners and Lot mortgagees as listed on the records of the Association, not less than 10 nor more than 40 days prior to the date or initial date set for the canvass of the vote thereon; and

- b. 67% or more of the Lot Owners present at the meeting in person or by proxy approve the change; and
- c. prior to date or initial date for the canvass of the vote thereon, the Association has not received written notification of opposition to the change from either (i) owners of more than 33% of all Lots .or (ii) mortgagees of 51% or more of Lots on which there are mortgages as shown on the records of the Association.

**Section 16.02. Form of Amendment Proposals:** No By-Laws shall be modified, altered, amended or added to by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be modified, altered, amended or added to, new words shall be inserted in the text underlined, or italicized, and words to be deleted shall be lined through. If the proposed change is so extensive that the above procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and interlining as indicators of words added or deleted, but a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See Section 15.01 of By-Laws for present text."

**Section 16.03. Nonmaterial Errors or Omissions:** Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

**Section 16.04. Effective Date of Amendment:** An amendment to these By-Laws shall be effective in accordance with the terms of its adoption.

## ARTICLE XVII

### MISCELLANEOUS

**Section 17.01. Notices:** All notices hereunder shall be in writing and delivered personally or sent by first class mail by depositing same in a post office or letter box in a postpaid sealed wrapper, addressed, (i) if to go to the Board of Directors, or to the Association, to any member of the Board of Directors or to the secretary of the Association (if the secretary is not a Member of the Board), (ii) if to go to a Lot Owner to such permanent address of such Lot Owner as appears on the books of the Association, (iii) if to go to a mortgagee, to the address of such mortgagee as appears on the books of the Association, and (iv) to a devisee or personal representative of a deceased Lot Owner to the address of such devisee or personal representative as appears on the records of the Court wherein the estate of such deceased Lot Owner is being administered.

All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed

to have been given when received. Whenever any notice is required to be given under the provisions of the Declaration, or these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

**Section 17.02. Conflict with Articles of Incorporation or with Declaration;**

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**Section 17.03. No Waiver for Failure to Enforce;** No restriction, condition, obligation or 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.

**Section 17.04. Gender;** The use of the masculine gender in these By-Laws shall be deemed to include the masculine, feminine or neuter and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**Section 17.05. Captions;** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

**Section 17.06. Severability;** Should any part of these By-Laws be deemed void or become unenforceable at law or in equity, the validity, enforceability or effect of the balance of these By-Laws shall not be impaired or affected in any manner.

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## **AMENDMENT OF THE CRANERIDGE ASSOCIATION, INC. BY-LAWS**

On May 22, 2004, the annual meeting of the Craneridge Association, Inc. was held and, having satisfied the requirements set forth in the By-laws, Article XVI, votes were cast separately on the five (5) proposed amendments to the By-laws. Each amendment received the required votes to be approved.

As a result, the amendments to the By-laws were adopted by the Craneridge Association, Inc. on May 22, 2004:

### **Under ARTICLE VII the following section is added:**

**Section 8.03 Removal of Members of Board of Directors.** Subject to the limitations as provided in this Section, and the provisions for a special meeting of Lot Owners set forth in Section 13.02, any one or more of the members of the Board of Directors elected by the Lot Owners may be removed with cause by the affirmative vote of not less than a majority of the Lot Owners casting a vote at the meeting in person or by proxy, and a successor may then and there or thereafter be elected by the Lot Owners to fill the remaining term of the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Lot Owners shall be given an opportunity to be heard at the meeting. Cause for removal shall be limited to:

Failure to pay Association assessments on a current basis

Willful and continued violation of the Association Covenants and Bylaws

Failure to attend three (3) consecutive regularly scheduled meetings

Failure to attend 50% or more of the regularly scheduled meeting of the Board of Directors in any calendar year

Conviction of a felony crime while serving as a Director

Acting with willful malice or personal animus toward an Association member while acting on behalf of the Board of Directors

In addition, the other Directors may, by the affirmative vote of not less than 75% of the other Directors, declare the position of the Director vacant in the event the person filling such position (i) shall be absent from three (3) consecutive regularly scheduled meetings or (it) shall be absent from 50% or more of the regularly scheduled meetings of the Board of Directors in any calendar year.

### **Under ARTICLE XII the following section is added:**

**Section 12.06 The Finance Committee** shall consist of the Association Treasurer and a minimum of three (3) Association members all appointed by the Board of Directors and serve at the pleasure of the Board of Directors. The Treasurer shall serve as the Committee Chair. The duties of the Finance Committee shall be:

Review the anticipated monetary requirements of the Association and all of its committees for the upcoming year and prepare a budget to meet those needs

To review the long term financial requirements of the Association and all of its committees and incorporated those needs into a budget

Present the yearly budget and plan for meeting long term monetary needs to the Board of Directors.

following a Changes to the annual assessment necessitated by the proposed budget must be made vote of the membership in accordance with the Declaration of Covenants and Bylaws of the Association.

### **Under Article XII, Section 12.03 the following is added:**

**Composition and Function of Architectural Committee.** The Architectural Committee, shall be a permanent committee of the Association. The Architectural Committee shall consist of a minimum of three (3) Association members. All members shall be appointed by the Board of Directors and serve at the pleasure of the Board of Directors. One member of the committee shall be a member of the Board of additions, modifications or alterations to any improvements or any proposed change in the use of a Lot or an}- other portion of the Property and (ii) enforce those provisions of the General Covenants and Restrictions The Directors and shall serve as the Committee Chair. The Committee shall (i) approve all proposed Architectural Committee may also assist and advise the Board of Directors of the Association in enforcing the provisions of this Declaration and in advertising and publishing rules, regulations and guidelines.

**Submission of Plans to Architectural Committee.** No exterior addition, modification or alteration, including change of color, shall be made on or to such structure(s). except as required for normal maintenance,

on the Property or to the improvements located thereon, unless and until a plan or plans therefore, in such form and detail as the Architectural Committee requires, have been submitted to, and reviewed and approved by, the Architectural Committee. Plans should be supplied in triplicate to the Chairman of the committee.

**Basis for Approval of Plans by Architectural Committee.** The Architectural Committee will use the following standards when considering plans for approval.

Compliance with any protective covenants, conditions and restrictions, including those contained in this Declaration, and which benefit or encumber the Lot or other portion of the Property: Complete submission of all required information

Compatibility of the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, proposed parking, height, bulk or appropriateness with existing architectural styles

**Approval of Architectural Committee.** Upon approval or qualified approval by the Architectural Committee of any plans submitted the Architectural Committee shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record (together with such qualifications or conditions, if any), and, if requested by the applicant, shall provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Lot or portion of the Property shall be final as to such Lot or portion of the Property and such approval may not be revoked or rescinded thereafter provided (i) the improvement or uses approved are not changed or altered; and (ii) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance. Approval of any plans for use in connection with any Lot or portion of the Property shall not be deemed a waiver of the right of the Architectural Committee to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot or portion of the Property.

**Written Notification of Disapproval.** In any case where the Architectural Committee disapproves any plans submitted hereunder, the Architectural Committee shall so notify the applicant in writing, together with a statement of the grounds upon which such action was based. In any such case, the Architectural Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable amendments to the plans can be prepared and resubmitted for approval. The applicant may also refer the matter to the Board of Directors as specified in Section 12.05

**Under Article IX the following is added:**

**Section 9.03 Acquisition, Lease, Sale or Exchange of Real Property.** Whenever the Board of Directors determines to acquire, lease, sell or exchange real property or any interest therein, the Board shall submit such acquisition, sale, lease, exchange or contract to the vote of the Lot Owners. Upon the affirmative vote of the Lot Owners of 67% or more of the Lots present in person or by proxy at an annual meeting or a special meeting duly held for such purpose, the Board of Directors may proceed with such acquisition, sale, lease, sale, exchange, or contract in the name of the Association and on behalf of the Lot Owners, and the costs and expenses incident thereto shall constitute part of the common expenses of the Association or may constitute a special assessment.

**The following replaces Article II, Section 2.01 :**

## **ARTICLE II LOCATION**

**Section 2.01. "Location."** The principal office of the Association shall be PO Box 77 Glenwood (Town of Concord), NY. 14069.