

# **Bylaws Of Cranberry Park Homeowners Association, Inc.**

## **ARTICLE I. Name and Location**

The name of the Corporation is “Cranberry Park Homeowners Association, Inc.”, hereinafter referred to as the "Association". The Association has been incorporated as a Colorado Corporation company pursuant to its Articles of Incorporation (which are incorporated herein by this reference and hereinafter called the “Articles”).

The principal location of the Association shall be located at the residence of the Administrator (or the office address of a Managing Agent if designated by the board.) who maintains all the records of the Association. The address is available in the Resolutions of Cranberry Park document (hereinafter called the “Resolutions”).

Meeting of Members and Directors may be held at such place within the County of Fremont in the State of Colorado as may be designated by the Board of Directors (hereinafter called the “Board”).

## **ARTICLE II. Definitions**

All terms, which are, defined in the Covenants of Cranberry Park (which is incorporated herein by this reference and hereinafter called the “Covenants”) and the Colorado Revised Nonprofit Corporation Act C.R.S. 7-121-101 et. seq. (hereinafter called the “Nonprofit Act”) shall have the same meaning herein.

## **ARTICLE III. Meetings of Members**

### **3.1 Membership and Voting Rights:**

The requirements and conditions of Membership and of voting rights shall be as provided in the Covenants and the Articles by acquiring title to a unit. Total membership is 46 Units.

### **Legal Description:**

A Tract of Land Located in The Northwest Quarter of Section 35, Township 18 South, Range 70 West of the 6<sup>th</sup> P.M., Fremont County, Colorado, Described as Follows:  
Commencing at the Point of Intersection of the West Line of Steinmeier Street and The North Right of Way Line of Steinmeier Street 979 Feet: Then South 89 Degrees 51 Feet 5 Inches West, 979 Feet, More or Less, to a point on the northern Right of Way of the D & R G W Railroad: Thence Southeasterly Along This Northernly Right of Way Line of Said Railroad to the Point of Beginning.

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A person or entity automatically consents to becoming a member of the Association and subject to the rights and duties set forth in the Covenants, the Articles, Bylaws and applicable laws and statutes. Different rights and obligations with respect to voting and all other matters may be set forth in the Covenants, which shall be controlling over C.R.S. 7-127-202 or otherwise. Members may only transfer their Memberships and any right arising there from as permitted by the Covenants, Articles and Bylaws and in accordance therewith. A Member may not resign from the Association but may be expelled or suspended or have Membership terminated as provided by the Covenants, Articles and Bylaws and C.R.S. 7-126-302. A member shall remain liable for all assessment fees, charges, and sums, whether past, present, or future, despite such expulsion, suspension, or termination

**3.2. Special Meetings:** The Association shall hold a special meeting of its Members:

- a. By Resolution of the Board of Directors to call such a meeting.
- b. If the Association receives one or more written demands for the meeting, stating the purpose or purposes for which it is to be held, signed, and dated by at least ten (10) Members entitled pursuant to the Bylaws to eligible to vote on any issues proposed to be considered at the meeting.
- c. If not otherwise fixed under C.R.S. 7-127-103 or 7-127-106, the record date for determining the Members entitled to demand a special meeting above is the date of the earliest of any of the demands pursuant to which the meeting is called, or the date that is sixty days before the date the first such demands are received by the Association, whichever is later.
- d. If a notice for a special meeting demanded pursuant to paragraph 3.2b above is not given pursuant to C.R.S. 7-127-104 within thirty days after the date the written demand or demands are delivered to a corporate officer, a person signing the demand or demands may set the time and place of the meeting and give notice pursuant to C.R.S. 7-127-104.
- e. Special meetings of the Members may be held at any place within Fremont County as selected by the Board of Directors.
- f. Only business within the purpose or purposes described in the notice of the meeting required by C.R.S. 7-127-104 may be conducted as a special meeting of the Members.

**3.3 Notice of Meetings:**

- a. The Association shall provide meeting notices to each Member eligible to vote in a fair and reasonable manner.
- b. Notice is fair and reasonable if:
  - (1) The Association notifies Members of the place, date and time of each annual, regular and special meetings of Members no fewer than ten (10) days before the meeting.
  - (2) Notice of an annual or regular meeting includes a description of any matter or matters that must be approved by the Members or for which the Members' approval is sought under C.R.S. 1-128-501, 7-129-110, 7-130-103, 7-130-201, 7-131-102 and 7-134-102, or any other relevant statute.

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c. Unless otherwise provided by Articles, Section 121 to 137 of the Nonprofit Act or the Bylaws, notice of a special meeting includes a description of the purpose or purposes for which the meeting is called.

d. Members may waive notice as provided by C.R.S. 7-127-105.

e. If an annual, regular, or special meeting of Members is adjourned to a different date, time or place, notice need not be given of the new date, time, or place, if the new date, time, or place is announced at the initial meeting.

f. When giving notice of an annual, regular, or special meeting of Members, the Association shall give notice of the matter a Member intends to raise at the meeting if:

(1) Requested in writing to do so by a person entitled to call a special meeting; and

(2) The request is received by the Secretary or President of the Association at least five (5) days before the next planned meeting.

g. The Board may fix the record date for determining the Members entitled to request special meetings or to vote at any Members' meeting or to exercise any rights in respect to any lawful action pursuant to C.R.S. 7-127-106 or otherwise. Such record date may not be more than seventy (70) days before the meeting or action requiring a determination or members occurs. Unless otherwise directed by the Board, the Association shall not be required to prepare the list of names described in C.R.S. 7-127-201.

### **3.4 Action Taken Without Meeting:**

Notwithstanding any provision to the contrary, any action required or permitted to be taken at any meeting of Members may be taken without a meeting, prior notice of vote, if Members entitled to vote thereon unanimously agree and consent to such action in writing; such action shall be taken in accordance with C.R.S. 7-127-107 of the Nonprofit Act. Action may also be taken by means of C.R.S. 7-127-109.

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## **3.5 Quorums:**

### a. Regular Board Meeting Quorum

A majority of Members present at regular board meetings or of proxies entitled to cast shall constitute a quorum for any action requiring a membership vote at regular meetings except as otherwise provided in the Articles, Covenants, or these Bylaws.

### b. Annual Meetings and Special Board Meetings Quorum

A majority of Members which is at least fifty-one percent (51% or 24 Units) of the votes in the Association present at a meeting or of proxies entitled to cast shall constitute a quorum.

c. Once a Member is represented for any purposes at a meeting, including the purpose of determining that a quorum exists, the Member is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting, unless a new record date is or shall be set for that adjourned meeting.

d. An affirmative vote of a Quorum of Members present in person or by proxy, shall be required to transact the business of the meeting and shall be valid and binding upon all Members.

e. If, however such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be presented.

## **3.6 Proxies:**

a. Members may appoint a proxy by providing a written or email statement of the appointment to the proxy, to a proxy solicitor, proxy support service organization, or other person duly authorized by the proxy to receive appointments as agent for the proxy or to the Association; except that the transmitted appointment shall set forth or be transmitted with the written evidence from which it can be determined that the Member transmitted or authorized the transmission of the appointment. A proxy is void if it is not dated or if it is more than three months older than the date of issuance.

b. Members may provide a proxy that provides voting instructions on a specific issue being voted on. Such proxy will be counted and documented as if the Member was present for the vote on that specific issue. The Board may also set up a vote on a specific issue to be voted entirely remote with defined deadlines for responses.

c. Appointment of a proxy is revoked by the Member by:

(1) Attending any meeting and voting in person;

(2) Signing and delivering to the Secretary or other Officer or Agent authorized to tabulate proxy votes either in writing or email that the appointment of the proxy is revoked; or

(3) Providing a subsequent appointment form.

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## **3.7 Order of Business:**

The order of business at all meetings of the Members shall be as determined by the Board.

## **ARTICLE IV. Board of Directors: Selection, Term of Office**

### **4.1 Number:**

- a. The property, business and affairs of the Association shall be managed by the Board of Directors. The Board of Directors shall be composed of a minimum of three (3) and no more than seven (7) directors. The Owners shall elect the Officers and Directors for the Board as provided for in the Covenants, Articles, and the Bylaws.
- b. The officers of the Association shall be President, Vice-President, Treasurer, and Secretary who shall be at all times be members of the Community. The office of Treasurer and Secretary may be held by the same person. An officer or director shall be a member who is eighteen years of age or older. If the unit has multiple owners only one owner may have a position on the Board at the same time.
- c. At each annual meeting the number of directors and their terms of office may be increased or decreased by an affirmative vote of a Quorum of Members at the meeting but such changes shall not be effective until the next annual meeting.

### **4.2 Election of Officers & Directors:**

The election of officers and directors shall take place at the annual meeting.

### **4.3 Terms of Office:**

- a. Members shall elect the same number of officers/directors as there are officers/directors whose terms are then expiring, for terms of two years. Terms of office shall be offsetting so that at least two of the current Board members terms do not expire in order to ensure continuity for the new Board.
- b. The term of any officer/director filling a vacancy expires at the end of the expired term that such officer/director is filling. Vacancies shall be filled as provided by C.R.S. 7-128-110 of the Nonprofit Act.
- c. Despite the expiration of a director's term, an officer/director continues to serve until the officer/director's successor is elected, appointed, or designated and qualifies, or until there is a decrease in the number of directors,

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## **4.4 Resignation:**

a. Any Director may resign at any time by giving written notice of resignation to the Association. A resignation is effective when the notice is received by the Association unless the notice specifies a later effective date. If a resignation is made effective at a future date, the Board of Directors may permit the director to remain in office until the effective date or may fill the pending vacancy before the effective date with the provision that the successor does not take office until the effective date, or the Board of Directors may remove the director at any time before the effective date and fill the resulting vacancy.

b. In the event of death or resignation of a director, their successor shall be selected by a majority of the remaining directors and shall serve for the unexpired term of the predecessor.

## **4.5 Removal:**

a. Directors elected by voting members or directors may be removed as follows:

(1) A director elected by voting Members may be removed with or without cause by the voting Members only at a Special meeting called for the purpose of removing that director, and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director.

(2) A director appointed by the Board of Directors may be removed with or without cause by entire vote of majority of the directors then in office.

(3) Subject to C.R.S. 7-127-208, a director may be removed only if the number of votes cast to remove the director would be sufficient to elect the director at a meeting to elect directors.

(4) An entire Board of Directors may be removed under paragraph (1) to (3) above.

b. If, at the beginning of a director's term on the board, any rules adopted by the Board pursuant to the Bylaws provide that a director may be deemed to have resigned for failing to attend a specified number of board meetings, or for failing to meet other specified obligations of directors, and if such failure to attend or meet obligations is confirmed by an affirmative vote of the Board of Directors, then such failure to attend or meet obligations shall be effective as a resignation at the time of such vote of the board.

## **4.6 Compensation:**

No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## **4.7 Action Taken Without a Meeting:**

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors and complies with C.R.S. 7-128-202. Any action so approved shall have the same effect as though taken at a meeting of the directors.

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## ARTICLE V. Meetings of Directors

### **5.1 Regular Meetings:**

Regular meetings of the Board of Directors shall be held with such frequency and at such times and places as shall be determined by majority of the directors. Notice of regular meetings of the Board of Directors shall be given to each director personally or by email or by telephone, at least ten (10) days prior to the day named for such meeting.

### **5.2 Organizational Meeting:**

The first meeting of a newly elected Board of Directors following the annual meeting of the Members shall be held within ten (10) days thereafter at such place as shall be fixed by the directors at the meeting at which such directors were elected and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

### **5.3 Special Meetings Notice:**

Special meeting of the Board of Directors may be called by the President of the Association, or by any two or more directors, upon three (3) day notice to each director, given personally or by email or by telephone which notice shall state the time, place, and the purpose of the meeting. The notice need not describe the purpose of the special meeting unless otherwise required by Articles 121 to 137 of the Nonprofit Act of these Bylaws.

### **5.4 Regular Meeting Notice:**

Unless otherwise provided in Articles 121 to 137 of the Nonprofit Act or in these Bylaws, regular meeting of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting. Any meeting may be held as allowed by C.R.S. 7-128-201.

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### **5.5 Quorum for Board of Director Meetings:**

- a. At all meetings of the Board of Directors, majority of the directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board, there is less than a quorum present, those present may adjourn the meeting and schedule a new time for the meeting.
  
- b. For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a director may be deemed to be present at a meeting and to vote if the director has granted a signed written proxy to another director who is present at the meeting, authorizing the other director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Except as provided in this paragraph and as permitted by C.R.S. 7-128-202, directors may not vote or otherwise act by proxy.
  
- c. A director who is present at a meeting of the Board of Directors when corporate action is taken is deemed to have assented to all action taken at the meeting unless:
  - (1) The director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting at the meeting and does not thereafter vote for or assent to any action taken at the meeting.
  
  - (2) The director requests that the director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting.
  
  - (3) The director causes written notice of the director's dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment of the meeting or by the Association promptly after adjournment of the meeting. The right of dissent or abstention pursuant to this paragraph as to a specific action is not available to a director who votes in favor of the action taken.



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## ARTICLE VI. Powers and Duties of the Board of Directors

**6.1 Powers:** The Board of Directors shall have the power to:

- a. Exercise all powers granted by the Nonprofit Act or other law or statutes allowed to board of Colorado corporations.
- b. Adopt and publish Resolutions and to establish penalties for any the infraction thereof.
- c. The Resolutions shall not be in conflict with the Covenants or these Bylaws.
- d. A copy of such Resolutions may be delivered by hand to each Unit or emailed to each Member upon the adoption thereof or may be recorded in the real property records for Fremont County, Colorado.
- e. Suspend any Members right to vote and right to receive Association services and privileges and to use any recreational facilities during any period in which such Member shall be in default under the Covenants, including without limitation, the non-payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for each infraction of items published in the Resolutions.
- f. Exercise for the Association all powers, duties and authority vested in or delegated to the Board of Directors and not reserved to the Membership by other provisions of these Bylaws, the Articles, or the Covenants, and as are necessary for the administration of the affairs of the Association and for the operation and maintenance of the Association.
- g. Incur such costs and expenses as may be necessary to perform the Association's duties under the Covenants and to keep in good order, condition and repair the Common Areas and facilities and all items of common personal property.
- h. Declare the office of a director of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- i. Make such distributions as authorized by the Nonprofit Act and Covenants.
- j. Initiate plans of merger or dissolution as permitted by the Nonprofit Act.
- k. Except as provided in the Covenants and Articles, authorize the sale of property under C.R.S. 7-132-101 and 102.
- l. Employ a property manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- m. Board may approve amounts within the limits that the Membership has approved by vote and documented in the Resolutions.

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### **6.2 Duties:** It shall be the duty of the Board of Directors to:

- a. Cause to keep 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 statement is requested in writing by 10 voting Members.
- b. Provide such supervision of all officers, agents, and employees of this Association, as the Board deems reasonably necessary and appropriate.
- c. Fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period, or as provided in the Covenants if different time period is specified. The annual assessment may be collected on a monthly basis.
- d. Send written notice of each assessment to every Owner at least thirty (30) days in advance of each annual assessment period, or as provided in the Covenants if a different time period is specified.
- e. Take whatever actions are necessary to recover assessments that are not paid within a time as set by the Board as provided in the Covenants or the Resolutions.
- f. Issue, or to cause an appropriate officer to issue a certificate setting forth that an assessment has been paid or not paid. A reasonable charge may be made by the Board for issuance of the certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- g. Procure and maintain adequate liability and hazard insurance on the property owned by the Association, insure, and keep insured all the insurable common property facilities and procure and maintain all other insurance required by the Covenants or deemed necessary by the Board.
- h. Cause all officers or employees having fiscal responsibilities to furnish adequate fidelity insurance or bonds as required by the Covenants. The premiums on such insurance or bonds shall be a common expense as may be deemed appropriate by the Board.
- i. Fulfill all obligations of the Board under the Covenants and to make repairs, additions, alterations, and improvements in the manner consistent with the Covenants.
- j. Establish a bank account for the Association for all the separate funds which are required or may be deemed advisable and to keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each Unit Owner, and to cause an annual accounting for association funds and financial statement to be prepared and presented to the Association by the Treasurer or by a managing agent, a public accountant, or a certified public accountant as designated by the Board for approval by the Association. Persons responsible for such funds and accounts shall maintain separate funds and accounts in the name of the Association.

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k. Meet as often as the Board deems reasonable and appropriate.

## **6.3 No Waiver of Rights:**

The omission or failure of the Association or any Member to enforce the Covenants, easements, uses, limitations, obligations or other provisions of the Covenants, the Bylaws or Resolutions adopted pursuant thereto, shall not constitute or be deemed a waiver, modification, or release thereof, and the Board of Directors, the Association or any Member shall have the right to enforce the same thereafter.

## **ARTICLE VII. Officers and Their Duties**

### **7.1 Duties:** The duties of the officers are as follows:

a. The President shall preside at all meetings of the Board of Directors. Shall see that orders and resolutions of the Board are carried out. Shall sign on behalf of the Association all leases, mortgages, deeds, and other written instruments. Further, shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to, the power to appoint committees formed among the owners from time to time as the President may, in his/her discretion, decide what is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the Members of the Association at any regular or special meetings.

b. The Vice-President shall act in the place and stead of the President in the event of absence, inability, or refusal to act of the President, and shall exercise and discharge such other duties as may be required of the position by the Board.

c. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of any meetings of the Board and the Members; keep appropriate records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board.

d. Treasurer shall receive and deposit in appropriate governmentally insured accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall invest Associations Reserve Funds, cause an annual accounting to be made; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting and deliver copies to the Members. The Treasurer shall provide financial updates at regular meetings as is deemed appropriate by the Board and or the Association. The Treasurer shall review the accounts of the Administrator or the Managing Agent not less often than once each calendar quarter.

e. An Administrator or a Managing Agent may be hired and have the responsibility of collecting and disbursing funds as determined by Board. The Administrator or a Managing Agent may also provide financial updates at regular meetings at the direction of the Board.

f. The President and the Secretary may prepare, execute, certify, and record amendments to the Covenants on behalf of the Association following their adoption as provided therein.

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## **ARTICLE VIII. NonLiability of Officers and Directors**

### **8.1 Contracts:**

Contracts or other commitments made by the Board of Directors or officers shall be made as agent for the Association and shall have no personal responsibility on any such contract or commitment.

Each Officer and Director of the Association, now or hereinafter serving in any such capacity, shall be indemnified by the Association against any and all claims and liabilities to which he or she has or shall become subject by reason of serving or having served in any such capacity, or by reason of any action alleged to have been taken, omitted, or neglected by him or her in any such capacity, the fullest extent allowable by law and statute, including without limitation, thy Colorado Revised Nonprofit Corporation Act. The right of indemnification herein provided shall not be exclusive of any rights to which and Director or Officer of a Corporation may otherwise be entitled by law or statute, provided however, this indemnification shall not reduce or impair any insurance coverage. No Director or officer shall be personally liable to the Association or its Members except as otherwise provided by the Nonprofit Act. Directors and Officers shall be indemnified by the Association to the fullest extent allowed by the Covenants, Articles, and these Bylaws and by law and statutes, including without limitation, C.R.S. 7-129-101 through 107.

### **8.3 Non-liability:**

The Director, officers, employees, and Members of the Association are not, as such, personally liable for the acts, debts, or obligations of the Association

### **8.4 Standards:**

Except as may be allowed by the Covenants and the Nonprofit Act, director and officers shall comply with the standards set forth in C.R.S. 7-128-401 and 7-128-501 and shall be indemnified as provided therein.

## **ARTICLE IX. Committees**

The Board of Directors may appoint such committees as deemed appropriate in carrying out its purpose including, without limitation, an architectural control committee or other committees pursuant to C.R.S. 7-128-206 of the Nonprofit Act or to appoint itself as any committee under the Covenants of the Nonprofit Act, and to adopt rules, if any for the procedures and appeals from committee to the Board.

## **ARTICLE X. Books and Records**

The Association shall make available to Owners and Members, current copies of the Covenants, Bylaws, Articles, and Resolutions concerning the Community. The books, records, and financial statements of the Association will be available to Owners. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. In addition, the Association shall comply with the Nonprofit Act including without limitation C.R.S. 7-126-101 through 106.

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## **ARTICLE XI. Assessments**

As more fully provided in the Covenants, each Member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid when due, the Association may impose an administrative fee not to exceed a sum set forth in the Resolutions which may be established by the Board and approved by Owners as necessary.

## **ARTICLE XII. Amendments**

The Association's Articles, Covenants or these Bylaws, may be amended by the Board of Directors and shall be approved by the Members at a special meeting that has a quorum.

## **ARTICLE XIII. Miscellaneous**

### **13.1 Fiscal Year:**

Unless the Board otherwise determines, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

### **13.2 Board of Directors-Conflicts of Interest:**

A Director is governed by C.R.S. 7-128-501, as amended, regarding "conflicting interest transactions". Such a transaction is defined as a contract, transaction, or other financial relationship between a nonprofit corporation and a director of the nonprofit corporation, or between the nonprofit corporation and a party related to a director, or between the nonprofit corporation and an entity in which a director of the nonprofit corporation is a director or officer or has a financial interest.

### **13.3 Adopting and Amending Policies:**

Policy changes made by the Board of Directors shall be approved by a Quorum of Members at a regular Board meeting and added to the Resolutions if deemed necessary.

### **13.4 Conflict between or among Documents:**

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration of Covenants and these Bylaws, the Declaration of Covenants shall control.

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## **Adoption of Bylaws**

The above bylaws were adopted by the Board of Directors and approved by Membership vote.

Dated this 7<sup>th</sup> day of \_January, 2023\_

Cranberry Park Homeowners Association, Inc.

President \_\_\_\_\_  
Marvin Alishouse

Secretary \_\_\_\_\_  
Dennis P. Bray