

FIRST AMENDED AND RESTATED BY-LAWS
OF
KINGSBROOK HOMEOWNERS ASSOCIATION, INC.

The name of the association is **KINGSBROOK HOMEOWNERS ASSOCIATION, INC.**, (hereinafter referred to as the “Association”). The mailing address of the corporation shall be P.O. Box 6604, Lawrenceville, New Jersey 08648, but meetings of the members and directors may be held at the principal office or such other places as may be designated by the Board of Trustees.

ARTICLE I

DEFINITIONS

Section 1. **“ANNUAL ASSESSMENT”** shall mean and refer to those fees or charges levied by the Association or the Township of Lawrence upon the Owner of each Lot for the purpose of adequately meeting expenses for the maintenance of the Common Areas and areas within the jurisdiction of the Association and for the promotion and maintenance of the recreation, health, safety and welfare of the residents of the Lots.

Section 2. **“ARTICLES OF INCORPORATION”** shall mean and refer to the Articles of Incorporation of **KINGSBROOK HOMEOWNERS ASSOCIATION, INC.**, originally filed on or about August 11, 1987, with the New Jersey Secretary of State.

Section 3. **“ASSOCIATION”** shall mean and refer to **KINGSBROOK HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns (hereinafter referred to sometimes as the “Association” or “KHA”).

Section 4. **“BOARD OR BOARD OF TRUSTEES”** shall mean and refer to the Board of Trustees of the Association.

Section 5. **“BY-LAWS”** shall mean and refer to the By-Laws of the Association.

Section 6. **“COMMON AREAS”** shall mean those areas owned by the Association in fee or by easement including Lots 280 and 278 in Block 6A and containing inter alia the storm water detention facilities for the “Kingsbrook” subdivision and which lots are subject to the various easements as shown on Schedule “D” attached to the Declaration.

Section 7. **“COMMON EASEMENT”** shall mean easements inuring to the benefit of all Owners and invitees and licenses which may also be used by utility companies for purposes of installation, maintenance and repair of all utility lines or utility facilities affecting the premises described in Schedule “A” annexed to the Declaration which easement includes those set forth on the Final Map as described in the Declaration and filed in the office of the County Clerk in the County of Mercer, as well as all utility easements and access easements herein referred to, if applicable.

Section 8. **“DECLARATION”** shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, as amended.

Section 9. **“LOT”** shall mean and refer to any individual Lot or plot of land developed or intended to be developed with a single-family detached dwelling as shown upon any final subdivision plat which may be filed in the Mercer County Clerk’s Office relative to property described in Schedule “A” to the Declaration. Specifically excluded from the definition herein made is Lot 279, Block 6A on the aforesaid Filed Map.

Section 10. **“MEMBER”** shall mean and refer to all those Owners who are members of the Association as hereinafter provided.

Section 11. **“OWNER”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, situate upon the property, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. **“PROPERTIES”** shall mean and refer to that certain real property or easement(s) conveyed to the Association, and such areas within the jurisdiction of the Association as set forth herein, and in the By-Laws of the Association.

Section 13. **“SPECIAL ASSESSMENTS”** shall mean and refer to those fees or charges levied by the Association upon the Owner of each Lot for the purpose of any construction, reconstruction, repair, or replacement of a capital improvement upon or maintenance of the Common Areas, including fixtures and personal property related thereto.

ARTICLE II

VOTING

Section 1. **VOTING RIGHTS.** Each member of the Association shall be entitled to one vote for all purposes under the Declaration equal to the number of Lots owned by such Member. For the purposes hereof, an Owner will be entitled to one vote for each Lot owned which appear on either a filed final subdivision plat or an approved preliminary subdivision plat relating to the premises described in Schedule “A” attached to the Declaration.

Section 2. **EXERCISE OF VOTES.** The vote of any Member which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such Member shall not be counted.

ARTICLE III

MEETING OF MEMBERS

Section 1. **ANNUAL MEETINGS**

Meetings of the Members shall be held annually at a date and time to be determined by the Board.

Section 2. **SPECIAL MEETINGS.** Special meetings of the Members may be called at any time by the president or by the Board of Trustees, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes incident to membership.

Section 3. **NOTICE OF MEETINGS.** Written notice of each meeting of the Members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of this notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. **QUORUM.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, at least twenty-five (25%) percent for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these

By-Laws shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereafter shall have 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 represented.

Section 5. **PROXIES.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of this Lot.

ARTICLE IV

BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE:

Section 1. **NUMBER.** The affairs of this Association shall be managed by a Board of five (5) Trustees, who shall be Members of the Association.

Section 2. **TERM OF OFFICE.** Said Trustees shall be elected annually and at the initial election two (2) Trustees shall be elected for a term of one year, one (1) Trustee shall be elected for a term of two years. Thereafter, the term of the Board of Trustees shall be for the term of two years.

Section 3. **REMOVAL.** Any Trustee may be removed from the board, with or without cause by a majority of the Members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. **COMPENSATION.** No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. **ACTION TAKEN WITHOUT A MEETING.** The Trustees 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 Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustee.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 1. **NOMINATION.** Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. **ELECTION.** Election to the Board of Trustees shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETINGS OF TRUSTEES

Section 1. **REGULAR MEETINGS.** Regular meetings of the Board of Trustees may be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. **SPECIAL MEETINGS.** Special Meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two Trustees, after not less than three (3) days' notice to each Trustee.

Section 3. **QUORUM.** A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWER AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. **POWERS.** In addition to powers created by law or in the Declaration or Articles of Incorporation, the Board of Trustees shall have the power to:

(a) adopt and publish rules and regulations governing the ownership, use and maintenance of the Common Areas, Common Easements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the Common Areas and recreational facilities of a Member during any period in which such Member shall be in default in payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations.

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

(d) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and further to contract with any person, or firm or corporation upon such terms as it deems proper for the maintenance of the Common Areas and Common Easements.

(f) take all reasonable action necessary to maintain, operate, preserve, improve and manage the Common Area and Common Easements;

(g) to borrow, mortgage, lease to improve, preserve, maintain and manage the Common Areas and Common Easements.

(h) impose late fees as determined by the Board.

Section 2. **DUTIES.** It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any Special Meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote:

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the Annual Assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each assessment period;

(3) at the Board's reasonable discretion, foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained in accordance with these By-Laws, the requirements of the Ordinances of the Township of Lawrence, and the provisions of the Declaration of Covenants, Conditions and Restrictions.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICERS. The officers of this Association shall be a president and vice-president, who shall at all times be members of

the Board of Trustees, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. **ELECTION OF OFFICERS.** The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 3. **TERM.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. **SPECIAL APPOINTMENTS.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. **RESIGNATION AND REMOVAL.** Any officer may be removed from office with reasonable cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. **VACANCIES.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. **MULTIPLE OFFICES.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of

any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. **DUTIES.** The duties of the officers are as follows:

PRESIDENT

(A) The President shall preside at all meetings of the Board of Trustees; shall see that order and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all check and promissory notes.

VICE-PRESIDENT

(B) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(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 meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(D) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association including all assessments and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; if directed by the

Board in its reasonable discretion cause an annual audit of the Association books to be made by an audit committee at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting..

Section 9. **INDEMNIFICATION OF TRUSTEES AND OFFICERS.** The Association and its Members shall indemnify and hold the Trustees and Officers harmless for any liability arising from their actions or failures to act as corporate agents in accordance with the By-Laws, Articles of Incorporation, and Declaration of Covenants, Conditions, and Restrictions providing that their actions or failure to act were undertaken in good faith and in a manner reasonably believed to be in the best interest of the Association.

ARTICLE IX

COMMITTEES

The Board of Trustees shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purpose including, as and when required, an Architectural Control Committee.

ARTICLE X

BOOKS AND RECORDS

The books and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for

inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual and, if applicable, Special Assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall incur a late fee to be determined by the Board, and shall bear interest from the due date at the rate of twelve (12%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas of Common Easements or abandonment of his Lot.

In addition to the aforesaid assessments and in the event the Association fails to maintain the Common Areas in accordance with the plan, the Township of Lawrence may serve written notice upon the Association, setting forth the manner in which the Association has failed to maintain the Common Areas, the cost of such maintenance being assessed against the Association, Lot or Owner set forth in the Declaration of Covenants, Conditions and Restrictions, and same shall be a tax lien upon the Properties, all as provided by law.

ARTICLE XII

AMENDMENTS

Section 1. **METHOD.** These By-Laws may be amended, at a regular or special meeting of the Members by a vote of a majority of a quorum of members provided that the Members receive thirty (30) days written notice prior to the meeting at which the vote will be taken.

Section 2. **CONFLICT.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

DISSOLUTION

The Association cannot be dissolved unless the interests, rights and obligations of the Association in and to the Common Areas and Facilities, detention basis and Common Easements shall be dedicated or assigned to the Township of Lawrence, County of Mercer, State of New Jersey. If the Township of Lawrence shall not accept said dedication or assignment, then such interests, rights and obligations of the Association shall be transferred to such other public or private agency or instrumentality as will most nearly carry out the original intention of this Declaration. The provisions herein shall apply also if the Association ceases to operate, and in such case, it shall be the duty of the Owners herein to cause said interest, rights and obligations to be dedicated, assigned or transferred as provided herein.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January, and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

**AMENDMENT TO THE BY-LAWS
OF
KINGSBROOK HOMEOWNERS ASSOCIATION, INC.**

This Amendment to the By-Laws of Kingsbrook Homeowners Association, Inc. ("Association") is made this 1ST day of MARCH, 2023 by Kingsbrook Homeowners Association, Inc., having a principal address of P.O. Box 6604, Lawrenceville, New Jersey 08648.

WHEREAS, Kingsbrook Homeowners' Association, Inc. ("Association"), was formed and exists, in part, by the recording of a Declaration of Restrictive and Protective Covenants, with By-Laws, on August 11, 1987 in the Mercer County Clerk's Office in Deed Book 2407, Page 475, et seq. ("Declaration") as they each may have been amended from time to time; and

WHEREAS, the Planned Real Estate Development Full Disclosure Act ("PREDFDA"), N.J.S.A. 45:22A-45.1, et seq., was amended on July 13, 2017; and

WHEREAS, PREDFDA, as amended, permits a board of trustees of a community association to make amendments to the By-Laws by providing notice and a rejection ballot to unit owners as long as less than 10% of the unit owners return the rejection ballot within thirty days after mailing the notice and rejection ballot; and

WHEREAS, the Board of Trustees determined that to better administer and operate the Association, the By-Laws should be amended to authorize a Contribution to Capital/Membership Fee; and

WHEREAS, the Board of Trustees amended the By-Laws by virtue of its Resolution Approving Amendment to By-Laws adopted November 2, 2022; and

WHEREAS, notice of the Amendment to the By-Laws was given to Owners along with a rejection ballot on December 15, 2022; and

WHEREAS, there are 86 Homes in the Association; and

WHEREAS, by the deadline of January 14, 2023 only 3 rejection ballots were received for the Amendment; and

WHEREAS, the Amendment to the By-Laws shall be deemed valid; and

NOW THEREFORE, Kingsbrook Homeowners Association, Inc. does hereby amend, modify, and supplement the By-Laws as follows:

A. The By-Laws shall be amended to include a new Article XV entitled "Contribution to Capital/Membership Fee" which shall read:

Capital Contribution/Membership Fee. As of June 1, 2023, at the time of closing of title, each purchaser of a Lot will be required to pay to the Association a non-refundable and non-transferable membership fee equal to 9/12 of the then current Annual Assessment. This membership fee shall be collected at the time of each closing and may be used for (i) the off-set of cash flow or budget deficits, (ii) payment of any operating expenses, (iii) repair and replacement and/or deferred maintenance reserve and/or (iv) other lawful purpose. The amount of this membership fee may be increased or decreased from time to time by resolution of the Board of Trustees providing that the amount does not exceed any maximum mandated by law. Payment of such fee shall be a condition precedent to the exercise of rights of membership in the Association. Any unpaid membership fee shall be deemed a lien on the Lot in the same manner as any unpaid Annual Assessment attributable to such Lot.

B. The remainder of the By-Laws shall remain unchanged except as may be necessary and proper to provide full effect of the above Article XV.

C. Notwithstanding the full execution of this Amendment, this Amendment shall not take effect until the recording of same in the Mercer County Clerk's Office.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the By-Laws of Kingsbrook Homeowners Association, Inc. the day and year listed above.

ATTEST:


Stephen Loughran, Secretary

KINGSBROOK HOMEOWNERS
ASSOCIATION, INC.

By: 
Christopher Cooper, President

