

CLEARWATER CREEK HOMEOWNERS ASSOCIATION, INC.

APPOINTMENT OF DIRECTORS BY INCORPORATOR AND DECLARANT

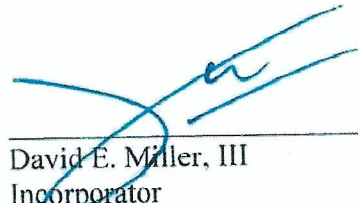
The undersigned, being the sole incorporator of Clearwater Creek Homeowners Association, Inc., a nonprofit corporation (the "Corporation"), pursuant to Section 55A-2-05(a)(2) of the North Carolina Nonprofit Corporation Act (hereinafter referred to as the "Act"), as set forth in the General Statutes of North Carolina, hereby elects the following persons as the initial Directors of the Corporation:

Elton R. Ange, III, President
Robert N. Neville, Vice-President
Nancy B. Ange, Secretary

And the undersigned incorporator further authorizes and directs the Board of Directors to complete the organization of the Corporation in accordance with the Act.

Pursuant to Section 55A-2-05(b) of the Act, the foregoing action is taken by the written consent of the undersigned incorporator in lieu of an organizational meeting, and the undersigned incorporator directs that this document be filed with the minutes of the Corporation.

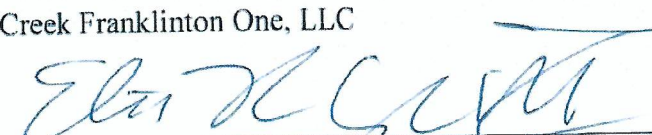
This action is taken and is effective the 14th day of January, 2019.



David E. Miller, III
Incorporator

Cedar Creek Franklinton One, LLC, as the sole Member of the Association at the time this action is taken by the Incorporator, joins in this Appointment of Directors to acknowledge its consent and agreement to the foregoing Directors appointed by the Incorporator.

Cedar Creek Franklinton One, LLC

By: 

Elton R. Ange, III, Managing Partner

Date: January 14, 2019

CLEARWATER CREEK HOMEOWNERS ASSOCIATION, INC.

**WRITTEN CONSENT OF THE
BOARD OF DIRECTORS TO ACTION
WITHOUT AN ORGANIZATIONAL MEETING**

The undersigned, being all of the members of the Board of Directors of **CLEARWATER CREEK HOMEOWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation (the "Association"), hereby take the following actions and adopt the following preambles and resolutions by signing our written consent hereto, in lieu of an organizational meeting of the Board, pursuant to the North Carolina Nonprofit Corporation Act (hereinafter referred to as the "Nonprofit Corporation Act") and the Bylaws of the Association:

WHEREAS, the Articles of Incorporation of the Association were filed with the Secretary of State of North Carolina on November 5, 2018;

AND WHEREAS, the undersigned Directors are the initial directors as named by the incorporator of the Association and the Declarant under the Declaration (as defined herein);

NOW, THEREFORE, IT IS RESOLVED, that said Articles of Incorporation be filed with and made a part of the minutes of the proceedings of the directors and Members of the Association, that the following resolutions are hereby adopted, and that this written consent to action by the Board also be placed in the minutes of the Association.

Definitions

RESOLVED, that the definitions set forth in the "Declaration Of Protective Covenants For Clearwater Creek" (the "Declaration"), recorded or to be recorded in the Franklin County, North Carolina Registry are incorporated by reference as if fully set out herein and are hereby adopted as definitions for the Bylaws.

Adoption Of Bylaws

RESOLVED, that the Bylaws adopted by the undersigned directors contemporaneously with these resolutions are the Bylaws of the Association.

Principal Office

RESOLVED, that until further order of the Board, the principal office of the Association shall be located at:

113 Edinburgh South Drive
Cary, NC 27511-6456

Payment Of Fees, Taxes And Reimbursements

RESOLVED, that the officers of the Association are authorized and directed to pay and discharge all taxes, fees and other expenses heretofore incurred or hereafter to be incurred in the organization of the Association and to reimburse the officers of the Association and all other persons for all reasonable expenditures heretofore made by them in such connection.

Procurement Of Books And Records

RESOLVED, that the Secretary of the Association is authorized and directed to procure the necessary corporate books and records and to open and maintain same in accordance with the Nonprofit Corporation Act and the Governing Documents.

Employment Of Professional Services

RESOLVED, that in connection with discharging their duties as such, and without limitation in connection with the maintenance, preparation and filing of books, records, reports and returns, the proper officers of the Association are authorized and directed to procure in their discretion such legal, accounting or other professional services and assistance, including the services of a property manager, as they may reasonably require in order to properly discharge the duties of said offices, and that the reasonable expenses therefor shall be charged to and paid for by the Association;

Corporate Licenses

RESOLVED, that the proper officers of the Association be and hereby are authorized and directed to do any and all acts and execute any and all such documents as shall be necessary or desirable in order to procure for the Association any federal, state, local or other governmental licenses, permits, approvals or other authority that may be required in order for the Association to carry out its functions under the Nonprofit Corporation Act and the Governing Documents.

Appointment Of Officers

RESOLVED, that the following persons are appointed as officers of the Association, to serve as such until their successors shall have been duly appointed and qualified:

<u>Name</u>	<u>Office</u>
Elton R. Ange, III	President
Robert N. Neville	Vice-President
Nancy B. Ange	Secretary

Annual Assessment

RESOLVED, pursuant to Article VI, Section 5 of the Declaration, that the annual assessment for 2019 is \$ 800.00 per Lot.

Banking Resolutions

RESOLVED, that the officers of the Association are authorized to establish depositories of the funds of the corporation with such bank or banks as said officers shall from time to time determine;

FURTHER RESOLVED, that the appropriate officers of the Association are authorized and directed to execute such resolutions in the form requested by said depositories as are reasonably required to establish a banking relationship with such depositories; provided, copies of all such resolutions shall be presented to the Secretary of the Association for filing with the records of the Association;

FURTHER RESOLVED, that the Secretary of the Association is authorized and directed to certify the adoption of such banking resolutions as may from time to time be requested or required by the Board and officers of the Association;

FURTHER RESOLVED, until further order of the Board, any funds of the Association deposited in said depositories shall be subject to withdrawal or change at any time upon checks, notes, drafts, bills of exchange, acceptance or other instruments or orders for the payment of money only when made,

signed, drawn, accepted or endorsed on behalf of the Association, as the case may be, as provided in the Bylaws.

We hereby consent that the actions set forth in the foregoing preambles and resolutions shall have the same force and effect as if taken at a duly constituted organizational meeting of the Board, effective as of the date hereof, and direct that this document be filed with the minutes of the Association. Actions taken on behalf of the Association by the officers of the Association prior to the adoption of these resolutions hereby are ratified and confirmed.

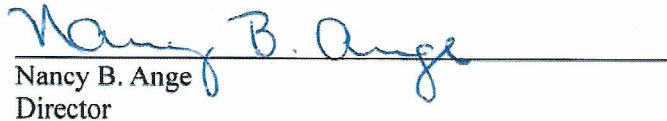
This document is effective as of January 14, 2019.



Robert N. Neville
Director



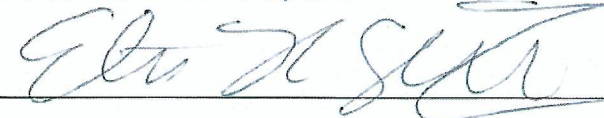
Elton R. Ange, III
Director



Nancy B. Ange
Director

Cedar Creek Franklinton One, LLC, as the sole Member of the Association at the time of the adoption of these Bylaws, hereby approves these resolutions including, without limitation, the amount of the annual assessment for 2019.

Cedar Creek Franklinton One, LLC

By:  Elton R. Ange III

Printed/Typed Name: Elton R. Ange, III, Managing Partner

Date: January 14, 2019

BYLAWS

OF

CLEARWATER CREEK HOMEOWNERS
ASSOCIATION, INC.

Bylaws Of Clearwater Creek Homeowners Association, Inc.
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BYLAWS
OF
CLEARWATER CREEK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I NAME AND LOCATION

The name of the corporation is CLEARWATER CREEK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." At the time of the adoption of the Bylaws, the principal office of the corporation is located at 113 Edinburgh South Drive, Cary, NC 27511-6456, but may be located at such other places as from time to time may be determined by the Board. Meetings of Members may be held at such places within the State of North Carolina, County of Franklin, as from time to time may be determined by the Board.

ARTICLE II PURPOSE AND POWERS

The Association specifically is organized as the "Association" pursuant to the provisions of the Declaration Of Protective Covenants For Clearwater Creek (the "Declaration"), recorded or to be recorded in the Franklin County, North Carolina Registry (and including all amendments, subdivision declarations, and supplemental declarations thereto, the Declaration being incorporated by reference as if fully set out herein. The Declaration is one of the "Governing Documents" of the Association. The definitions of words and terms contained in the Declaration and Articles of Incorporation of the Association are applicable to the Bylaws, unless the context clearly indicates otherwise. As referred to herein and in the Declaration, the "Act" is the North Carolina Planned Community Act, currently contained in Chapter 47F of the North Carolina General Statutes, and the "Nonprofit Corporation Act" is the North Carolina Nonprofit Corporation Act, currently contained in Chapter 55A of the North Carolina General Statutes. Except as otherwise provided herein or in the Articles or other Governing Documents, the Association shall have all of the rights, powers, duties and obligations conferred upon it by the Act and the Nonprofit Corporation Act. The Association and its Members shall be subject to all of the terms of the Governing Documents, specifically including, without limitation, the provisions regarding membership in the Association and the obligation of Members of the Association to pay monetary assessments and other charges to the Association.

ARTICLE III MEMBERSHIP AND VOTING

Section 1. Membership. Each and every Owner of a Lot is a Member of the Association, with classes of membership as provided herein, and, by execution of the Declaration or by acceptance of a deed conveying to such Owner title to any Lot, each Owner consents to be a Member of the Association and to be subject to the terms of the Governing Documents. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Except as otherwise provided herein with respect to the Class B Membership, an Owner's membership in the Association automatically terminates whenever such

Person ceases to be an Owner. Termination of membership shall not release or relieve any such Owner from any liability or obligation incurred under the Declaration during the period of such Owner's membership in the Association, nor impair any rights or remedies which the Association or any other Owner has with respect to such former Owner.

Section 2. Classes of Voting Members. The Association shall have two (2) classes of voting Members as follows:

(a) **Class A.** Class A Members are all Owners of Lots, except for the Class B Member. With respect to Association matters on which Class A Members are eligible to vote, each Lot owned by a Class A Member or Members is allocated one (1) vote, regardless of the number of Class A Members who own the Lot.

(b) **Class B.** The Class B Member is the Declarant under the Declaration. Provided, however, if these Bylaws are adopted prior to the recording of the Declaration in the Registry, the Class B Member is Cedar Creek Franklinton One, LLC, a North Carolina limited liability company and, upon the recording of the Declaration in the Registry, the Class B Member is the Declarant under the Declaration. During all times that the Class B membership exists, the Class B Member shall have ten (10) votes for each Lot in the Properties, whether or not the Lot is owned by the Class B Member. The Class B Membership shall exist until ten (10) years after the last date on which Declarant owns any Lot or Unsubdivided Land in the Properties. After any termination of the Class B Membership, it shall be reinstated upon Declarant becoming an Owner of any Lot or Unsubdivided Land in the Properties and shall exist until one (1) year after the last date on which Declarant owns any Lot or Unsubdivided Land in the Properties.

Provided, however, and notwithstanding anything to the contrary in the Declaration or any other Governing Document, with respect to the dedication, conveyance, or exchange of Common Elements (but not with respect to the mortgage and pledge of Common Elements), at all times during the Development Period the Class B Member is deemed to have the number of votes required under applicable provisions of the Act or the Governing Documents to authorize and require the Association to dedicate, convey, or exchange Common Elements.

Section 3. Exercise of Voting Rights. The exercise of voting rights shall be governed by the Articles and/or Bylaws of the Association, as applicable, including quorum requirements and exercise of voting rights by written consent or other method allowed in the Articles and/or Bylaws instead of a vote at a meeting of the Association, or by any combination of voting at a meeting and other method of voting as allowed in the Articles and/or Bylaws. Any provision of the Declaration or other Governing Documents that refers to a vote of the membership of the Association shall not preclude the exercise of voting rights by such other methods. When there is more than one Owner of any Lot, all such Owners shall be Members and the voting rights allocated to their Lot shall be exercised as they, among themselves, determine (subject to any applicable provisions of the Articles or Bylaws), but fractional voting of the votes allocated to such Lot shall not be allowed.

Section 4. Cumulative Voting. There shall be no cumulative voting.

Section 5. Multiple Owners. When any Lot entitling the Owner thereof to membership in the Association is owned of record in the name of two (2) or more Persons, their acts and presence with respect to voting, written consents, and quorum requirements shall be as follows:

(a) If only one (1) of multiple Owners of a Lot is present in person or by proxy at a meeting of the Association, then such Owner is entitled to cast the vote allocated to that Owner's Lot;

(b) If more than one (1) of multiple Owners of a Lot is present in person or by proxy at a meeting of the Association, the vote for that Lot may be cast only in accordance with the agreement of a majority in interest of such multiple Owners. Majority agreement is conclusively presumed if any one of the multiple Owners casts the vote allocated to such Owners' Lot without protest being made promptly to the Person presiding over the meeting by any of the other Owners of that Lot (or Person possessing a valid proxy from any such other Owner);

(c) If more than one (1) of multiple Owners of a Lot is present in person or by proxy at a meeting of the Association, but the vote is evenly split on any particular matter, the vote shall not be counted (but the presence of such Owners in person or by proxy shall be counted for purposes of determining quorums);

(d) The presence at a meeting, in person or by proxy, of one (1) or more, but less than all, of multiple Owners of a Lot, shall be sufficient for quorum purposes with respect to the vote allocated to such Lot; and

(e) The principles of this Section shall apply, insofar as possible, to the execution of proxies, waivers, consents, written agreements, or objections.

Section 6. Voting Certificate. If a Member of the Association is not a natural person, the vote of such Member may be cast by any one or more natural persons authorized by such Member. Each such natural person may be named in a certificate or other written document signed by an authorized director, officer, partner, member, manager, trustee or other authorized person of the Member and filed with the Association; provided, however, whether or not such certificate or other document is filed with the Association, any vote cast at a meeting of the Association on behalf of such Member by any director, officer, partner, member, manager, trustee, or other natural person with apparent authority, shall be deemed valid unless successfully challenged prior to the adjournment of the meeting at which the vote is cast by the Member entitled to cast such vote. Such certificate or other document shall be valid until revoked by a subsequent certificate or other document similarly signed and filed with the Secretary. Wherever the approval or disapproval of a Member is required by the Governing Documents, such approval or disapproval may be made by any natural person who would be entitled to cast the vote of such Member at any meeting of the Association.

Section 7. Majority. Except when the Declaration, other Governing Documents, or Legal Requirements specifically require a higher percentage or requires the applicable percentage to be calculated based on the number of votes "entitled to be cast", or the "total number of votes allocated to", or the "total number of votes in the Association", or some other, similarly descriptive term, the affirmative vote of a majority of the votes cast by the Members or applicable portion of Members at a

meeting of the Association at which a quorum is present is the act of the Members or portion of Members with respect to the matter voted upon. For the purposes of voting in the Association, a "majority" is defined as more than 50%. Provided, however, and in addition to the foregoing, as provided in the Declaration or other Governing Documents the written consent of Declarant also may be required to make effective any matter voted upon by any portion or all of the Members.

Section 8. Action by Written Consent. Unless otherwise specifically provided in the Declaration, other Governing Documents, or any Legal Requirement, any matter that may be adopted by the vote of Members may be adopted by the written consent of the Members or applicable portion of Members, subject to the following: (i) the foregoing rules governing voting when there is more than one Owner of a Lot applies to written consents; (ii) the majority or other percentage required for adoption by voting is applicable to adoption by written consent, except that, with respect to written consents, the percentage shall be determined in relation to the total number of votes that the Members or portion of Members eligible to vote on the matter would be **entitled** to cast if a vote was held; (iii) the date on which the last required Member signs the written consent is the date for determining whether or not the required percentage of Members has consented; (iv) a written consent may be withdrawn if done so in the same manner required for giving the written consent and if done prior to the time that the last written consent necessary for adoption of the matter is executed; (v) a written consent given by any Owner is not revoked or invalid by reason of transfer of title by such Owner to that Owner's Lot, but may be revoked by a subsequent Owner if done in accordance with the requirements of the immediately preceding subsection (iv); and (vi) the last written consent necessary for the matter to be adopted must be obtained on or before one (1) year following the date on which the first such written consent was obtained.

Section 9. Voting Disqualification. No Class A Member of the Association may vote at any meeting of the Association or, in the case of a natural person, be elected to serve as a director or officer of the Association, if, as of the time of commencement of the meeting, there is an unpaid financial obligation of the Class A Member to the Association that is more than sixty (60) days delinquent as measured from the payment due date. The Board shall resolve any dispute over whether or not a Class A Member of the Association is disqualified from voting.

Section 10. Assignment to Lessee. The voting rights of an Owner of a Lot may be assigned to such Owner's lessee only by written instrument and only with respect to the Lot actually leased and occupied by the lessee. No such assignment shall be effective until an original of the assignment instrument is delivered to the Secretary of the Association or to the property manager for the Association, and it shall be effective until revoked by the Owner in a writing delivered to the Secretary of the Association.

Section 11. No Additional Votes. Payment of special assessments or any other assessments or charges shall not entitle Members to votes in addition to those specified in the Governing Documents.

Section 12. Lots Owned by Association. Notwithstanding anything to the contrary that may appear herein, no votes allocated to Lots owned by the Association may be cast, nor may they be counted for purposes of determining a quorum.

Section 13. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by proxy which is authorized in writing and meets the applicable requirements of the Governing Documents and Legal Requirements. A proxy is void if it is not dated. A proxy terminates eleven (11) months after its date, unless it specifies a shorter term. A Member may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the Person presiding over a meeting of the Association. Proxies may not be used in connection with meetings of the Board, Architectural Review Committee or any other Board committee.

Section 14. Ballots by Mail. When directed by the Board, in its sole discretion, a statement of certain motions or other matters to be introduced for vote of the Members at an annual or special meeting of the Association, and a ballot on which each Member may vote for or against each such motion, shall be sent with the notice of the annual or special meeting at which such vote is to be held. The form of the ballot and requirements for the execution, presentation and effectiveness thereof, not inconsistent with the Declaration, shall be as determined by the Board. Each mail ballot properly executed and presented at the applicable meeting shall be counted for voting purposes, including calculating the quorum requirements for the meeting, but such ballots shall not be counted in determining whether or not a quorum is present to vote on motions or other matters that do not appear on the ballot. With respect to any such ballot, the Board shall establish the rules for withdrawal or revocation of the ballot, which rules shall clearly be set forth on the ballot or on the notice of the meeting that accompanies any such ballot. Mail ballots received from Members who are not entitled to vote on the date of the meeting of the Association at which the vote is held shall not be counted for voting or quorum purposes.

ARTICLE IV MEETINGS OF THE ASSOCIATION

Section 1. Meetings. Meetings of the Members shall be held on such dates and at such times and places in Franklin County, North Carolina, as determined from time to time by the Board.

Section 2. Annual Meetings. The first annual meeting of the Members shall be held not later than the end of the calendar year immediately following the calendar year in which there first is a Lot Owner other than the Declarant or a Builder. Subsequent annual meetings shall be held at least once each year, on such dates and times as determined by the Board.

Section 3. Special Meetings. The Association shall hold a special meeting of the Members: (i) during the Development Period, when called or requested by Declarant; (ii) when called by the Board; or (iii) within thirty (30) days after the holders of at least ten percent (10%) of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Association (or property manager, if applicable) one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Upon receipt of the proper request for a special meeting, the Board shall schedule the special meeting for as soon as reasonably practicable thereafter (but within 30 days when requested by the requisite number of Members), taking into consideration the notice of the special meeting required to be given. The signatures on a petition or other written request for a special meeting from the Members shall be dated and shall be valid for a period of one hundred eighty (180) days following the date of the first such signature. Any call, petition or request for a special meeting shall specify the purposes for which the meeting is to be held and shall be delivered to the Secretary of the

Association or to the property manager, if any, then employed by the Association. No business other than that stated in the call, petition or request shall be transacted at such special meeting.

Section 4. Notice of Meetings. The Association shall give notices of meetings of Members by any means that is fair and reasonable and consistent with the Bylaws. Unless otherwise required by Legal Requirements, notice is fair and reasonable if (i) the Association gives notice to all Members entitled to vote at the meeting of the place, date, and time of each annual, regular, and special meeting of the Members no fewer than 10, or, if notice is mailed by other than first class, registered or certified mail, no fewer than 30, nor more than 60 days before the meeting date; (ii) notice of an annual or regular meeting includes a description of any matter or matters that shall be approved by the Members under the following Sections of the Nonprofit Corporation Act (and any additional Sections added to this list by amendment to the applicable Section of the Nonprofit Corporation Act subsequent to the adoption of these Bylaws): 55A-8-31; 55A-8-55; 55A-10-03; 55A-10-21; 55A-11-04; 55A-12-02; or 55A-14-02; and (iii) notice of special meeting includes a description of the matter or matters for which the meeting is called. When a purpose of the meeting is to vote on an amendment to the Declaration, or a merger or consolidation of the Association, or dissolution of the Association, the notice shall be accompanied by a copy of the proposed amendment, plan of merger or consolidation, or plan of dissolution, as appropriate.

A Member may waive any notice required under the Articles, the Bylaws or Legal Requirements before or after the date and time stated in the notice. The waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes or filing with the Association's records. A waiver of notice by any one of multiple Owners of a Lot constitutes a waiver of notice by all such Owners. A Member's attendance at a meeting: (i) waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or conducting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter before it is voted upon.

If an annual, regular, or special meeting of the 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 meeting before adjournment. Provided, however, and notwithstanding the immediately preceding sentence, if a new record date for the adjourned meeting is or must be fixed under Section 55A-7-07 (or successor Section) of the Nonprofit Corporation Act, notice of the adjourned meeting shall be given in the manner required by the Bylaws and Legal Requirements to the Members of record entitled to vote at the meeting as of the new record date.

Section 5. Quorum. Except as otherwise provided in the Act or other Legal Requirements, a quorum shall be required for all meetings of the Members of the Association. Unless a higher percentage is required by Legal Requirements, a quorum shall be deemed to be present throughout any meeting of the Members if Members entitled to cast ten percent (10%) or more of the total number of votes entitled to be cast by all of the Members of the Association are represented (in person, or by proxy, or otherwise as allowed by Legal Requirements or the Governing Documents) at the beginning of the meeting. Once a Member is represented for any purpose at a meeting, such 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 set for that adjourned meeting.