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BY: ANGELA ENGLISH

DEPUTY

NEW HANOVER COUNTY,
MORGHAN GETTY COLLINS
REGISTER OF DEEDS

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ELECTRONICALLY RECORDED

STATE OF NORTH CAROLINA

DECLARATION OF

COUNTY OF NEW HANOVER 319 & 903 PLANNED UNIT DEVELOPMENT

THIS DECLARATION, made this 23RD of DECEMBER, 2024, by CENTER CITY DEVELOPMENT, INC., a North Carolina Corporation, hereinafter called "Declarant" (whether one or more persons, firms or corporations). The designation Declarant as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.)

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Town of Carolina Beach, New Hanover County, North Carolina, which is more particularly described as follows:

BEING all of Lot 13, Block 56, Carolina Beach, as shown on a plat recorded in Map Book 2 Page 106 and re-recorded in Map Book 15 Page 44 and described in a Deed recorded in Book 6683 Page 1851 in the New Hanover County Registry (the "Property" or "Planned Unit Property").

NOW, THEREFORE, Declarant hereby declares that all of the said property is to be known as "319 & 903 PLANNED UNIT DEVELOPMENT" which shall be held, sold, and conveyed subject to the terms and provisions of this Declaration, and portions of Chapter 47F of the North Carolina General Statutes, which is for the purpose of protecting the value and desirability of the property, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Submitted electronically by "Midtown Property Law"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the New Hanover County Register of Deeds.

ARTICLE I
DEFINITIONS

Unless it is plainly evident from the context that a different meaning is intended, the following words and terms shall have the following meanings:

A. Act. The North Carolina Planned Unit Development Act, Chapter 47F of the North Carolina General Statutes, portions of which shall apply to this development.

B. Allocated Interests. The undivided interests in the Common Elements, the Common Expense liability, and in the Association allocated to each Unit.

C. Assessment. A share of the funds required for the payment of Common Expenses that from time to time as is assessed against the Unit Owner by this Declaration and/or the Association.

D. Association. The unincorporated association known as 319 & 903 Development Association, the entity responsible for the operation of the development pursuant to this Declaration and the Act, which entity includes all of the Unit Owners acting as a group in accordance with this Declaration and the attached By-Laws.

E. Board of Managers or Board. Shall mean the Officers of the Association, as defined in the attached By-Laws.

F. By-Laws. The By-Laws for the Association as they exist from time to time. The initial By-laws are attached as Exhibit C.

G. Building. All structures and improvements now or hereafter erected upon the property.

H. Common Elements or Common Areas. These terms shall be used interchangeably to mean and refer to all portions of the Development property other than the Units and their associated Limited Common Areas, if any, as is designated on the plat(s) of the development.

I. Common Expenses. Expenditures made by or financial liabilities of the Association, together with any allocations to reserves, if applicable.

J. Common Expense Liability. The liability for Common Expenses allocated to each Unit pursuant to the Act, this Declaration, and the By-Laws, if applicable.

K. Development Units. The real estate portions of which are designated for separate ownership and the Limited Common Areas associated with each unit.

L. Development Documents. This Declaration, the By-laws, the Rules and Regulations, if any, and all other Exhibits attached hereto and all other documents and regulations promulgated pursuant to the authority created herein and in the Act, and as such documents shall be amended from time to time.

M. Declarant. CENTER CITY DEVELOPMENT, Inc., and its grantees, successors and assigns.

N. Declaration. This Instrument as it may be from time to time amended or supplemented.

O. Development Rights. Those rights hereby reserved by the Declarant to make additions to or to change the configuration of the Development Units and to change or revise the Common Elements or Limited Common Expenses within the Development if applicable.

P. Limited Common Elements or Limited Common Areas. These terms shall be used interchangeably to mean and refer to those portions of the Common Elements that are allocated for the exclusive use of a particular Unit, as more specifically defined herein. Any driveway or deck that serves only one Unit is defined as being a Limited Common Area the use of which is limited to the Owner, Guests, Invitees, Tenants, and other users of the Unit to which it is attached. All areas on either side of that line that runs roughly through the center of the tract from the right-of-way of 4th Street in an easterly direction to the rear of the lot, as shown on the said plat, shall be Limited Common Area/Element associated with the unit on that side of the line.

Q. Property or Development Property. The real estate described above, together with the buildings and improvements located thereon, and such additional improvements thereon as may be subsequently subjected to this Declaration by a Supplemental Declaration in the manner herein provided, if applicable.

R. Supplemental Declaration. A document filed by Declarant to change the configuration of the Development Units and to change or revise the Common Elements or Limited Common Elements within the Townhome Property in the manner provided herein, if applicable.

S. Unit or Planned Development Unit. A part of the Property that is to be subject to private ownership, as designated herein, and on the exhibits attached to this Declaration and in the recorded plat in Map Book 75 at Page 7 of the New Hanover County Registry. The term Unit and Lot may be used interchangeably.

T. Unit Owner or Owner. A person or entity, or any combination thereof, that owns a Unit.

U. Plats or Plans: the plats and plans filed with the New Hanover County Register of Deeds, including those plats or plans for the Development entitled "CENTER CITY DEVELOPMENT, INC 319 SPARTANBURG & 903 S FOURTH ST." being duly

recorded in Map Book 75 at Page 7 of the New Hanover County Registry, as the same may amended from time to time by the unanimous consent of the Unit Owners.

ARTICLE II
DESCRIPTION OF BUILDING

The Declarant is the owner of two (2) standalone Units located upon the Property. The Declarant hereby dedicates the aforesaid land and Units to Planned Unit ownership. A plat of survey of the Property by Bateman Civil Survey Company, Registered Land Surveyor, showing the location of said Units is described in Exhibit B attached hereto and made a part hereof. The two Units are designated as Unit 1 #319 (Left or North side) and Unit 2 #903 (Right or South side). The maximum number of units in the Development will be two (2).

Both Units have access to all of the Common Elements designated on the Plats and Plans (as "CE") recorded in the New Hanover County Registry, if any.

The Common Areas, Common Elements, and facilities ("CE") may be shown upon the Plats and Plans recorded in the New Hanover County Registry.

The Limited Common Expenses and facilities are defined herein and may also be shown on the Plats and Plans of the Property recorded in the New Hanover County Registry as LCA #1 and LCA #2.

Each Unit and its Limited Common Area shall be conveyed and treated as an individual Property capable of independent use and fee simple ownership, and the Unit Owners of each Unit shall also own, as an appurtenance to the ownership of each said Unit conveyed, an undivided interest in the Common Area, set out as follows, and a one-hundred percent interest in the Limited Common Area associated with the Unit, as shown on the said Plat, if any.

Unit 1 #319 shall own a one-half interest in the Common Areas, if any.

Unit 2 #903 shall own a one-half interest in the Common Areas, if any.

Each unit shall have one vote in the operation of the Development.

Limited Common Expenses and facilities shown on the aforesaid-recorded plat of the Property as recorded in the New Hanover County Registry. Each Unit Owner will have the exclusive right to possession and use of the Limited Common Elements designated for use by each Unit.

ARTICLE III
USE RESTRICTIONS

The use of the Property shall be in accordance with the following provisions:

A. Each of the Units shall be occupied only for residential purposes, including residential rental purposes, and for no other purposes. No Unit may be divided or subdivided into smaller Units nor any portion thereof sold or otherwise transferred without the consent of all Unit Owners and all applicable municipal approvals.

B. The Common Elements, Common Areas, Limited Common Areas and facilities shall be used only for the purposes for which they are intended.

C. No use or practice shall be permitted on the Development Property that reasonably could be considered the source of annoyance to other Development residents or interfering with the peaceful possession and proper use of the Property by its residents. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No Owner shall permit any use of his/her Unit, Limited Common Area or of the Common Elements that will increase the rate of insurance upon the Development Property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Rentals of less than the whole unit is strictly prohibited.

D. Reasonable regulations concerning the use of the Development Property may be made and amended from time to time by the unanimous consent of the Unit Owners of 319 & 903 Development Association (herein referred to as the "ASSOCIATION").

E. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit and Limited Common Area. Except as may be provided in this Declaration, each Unit Owner shall have the exclusive right and duty to maintain and repair said Owner's Unit and associated Limited Common Area. However, in the event the owners of one unit, or their guests, invitees, tenants, or similar are responsible for damage to the Unit or LCA of the other owner, which causes the need for repair or replacement, that unit is responsible for the costs of such repair or replacement.

F. No Unit Owner shall affix any object to the Common elements (including fences, flowers, trees, shrubs or other vegetation) without first obtaining the written consent of all members of the Association.

G. No timeshare units as defined by Chapter 93A of the North Carolina General Statutes or any successor statute shall be permitted within the Development and no Unit may be conveyed pursuant to any such timesharing plan or scheme.

H. No animals, livestock or poultry of any kind shall be raised, bred, kept or maintained on any Unit or in any dwelling except certain domestic household pets, such as may be otherwise provided by rules and regulations approved all members of the

Association. The rules and regulations may regulate, permit or prohibit the kind and number of domestic household pets. Domestic household pets may not be raised, bred, kept or maintained for any commercial purposes. All household pets shall be kept on a leash at all times when outside the Units and animal waste must be immediately removed. Such pets may not be permitted to run at large at any time. Owners of pets on the Property shall control excessive barking or other disturbances caused by the pets.

I. No trucks shall be permitted except for standard 2-ton pickup trucks, or smaller sized trucks. All tools or other materials stored in vehicles for overnight parking shall be kept out of sight. No stripped, wrecked or partially wrecked, or junk motor vehicle or part thereof, or any motor vehicle not displaying a current valid inspection sticker shall be permitted to be parked or kept on the Property

J. No burning of wood, leaves, trash, garbage or household refuse or burning as a means of clearing brush shall be permitted on the Property.

K. Garbage and trash shall be disposed by Unit Owners in accordance with the applicable municipal ordinances.

L. No laundry or wash shall be dried or hung outside any Unit.

M. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements by any Unit Owner without the prior written approval of the Association and other users of the access and utility easement.

ARTICLE IV EASEMENTS

A. Easements over the Common Areas are hereby granted to utility providers for the purposes of installing and maintaining facilities for providing water, sewer collection, electricity, internet, cable, and similar services.

B. An easement is hereby granted to all police, fire, ambulance and similar persons and services, to enter upon the property in connection with performing their duties.

C. All easements and rights described herein are easements appurtenant, and shall run with the land by whomsoever owned, and shall inure to the benefit of and be binding on the undersigned, their successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

ARTICLE V
ENFORCEMENT

A. The ASSOCIATION, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

B. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

ARTICLE VI
NOTICE

The name and address of the initial process agent to receive service of process in any matters affecting the Property is as follows:

Glen R. Mitchell
903 Forth St. S
Carolina Beach, NC 28428

The process agent may be changed by recording in the New Hanover County Registry a memorandum of change signed by the record Owners of both Units.

ARTICLE VII
TAXES

Each individual Unit and its undivided interest in the Common Elements, Limited Common Areas and facilities shall be deemed to be a separate parcel and shall be separately assessed and taxed for all types of taxes authorized by law, including but not limited to special ad valorem levies and special assessments. Each Unit Owner shall be liable solely for the amount of taxes against his individual Unit and Undivided Interest in the Common Elements and facilities and shall not be affected by the consequence resulting from the tax delinquency of any other Unit Owner. Neither shall the Building, the Development Property, nor any of the Common Elements and facilities be deemed to be a separate parcel for the purpose of taxation.

ARTICLE VIII
INSURANCE

Insurance Obtained by Unit Owners. It shall be the responsibility of each Unit Owner, at such Unit Owner's expense, to maintain all fire, flood, liability, wind and hail, and extended property damage insurance, or similar, on such Unit Owner's Unit, Limited Common Area and any personal property and furnishings, and to maintain public liability

insurance covering such Unit Owner's Unit. In addition, a Unit Owner may obtain such other and additional insurance coverage on and in relation to the Unit Owner's Unit as the Unit Owner, in the Unit Owner's sole discretion, shall conclude to be desirable or reasonably obtainable.

Insurance Obtained by the Association. To the extent necessary or desirable, the Association may obtain insurance to cover losses not insured by the policies of the Unit Owners.

ARTICLE IX ASSESSMENTS

Assessments against Unit Owners by the Board of Managers, or by a Unit Owner who is attempting to enforce the applicable provisions against a Unit Owner who is in default under their obligations, made pursuant to this Declaration shall, if not paid when due, create a lien in favor of the Association against the Unit of the defaulting owner as provided in Chapter 47F, of the North Carolina General Statutes, and shall be collectable as provided therein.

There are no initial assessments, as the Owners of both Units shall pay the Common Expenses of the Association as they come due. Every Common Expense shall automatically create a Special Assessment against both Units for one-half of the expense, unless the expense would otherwise be the responsibility of only one Unit, in which case it shall automatically create a Special Assessment against the applicable Unit.

Each Unit shall have separate electricity, trash collection, water and sewer, telephone, cable, and other utility billings.

There may be an insurance assessment equal to the Unit's prorata share of the common area liability insurance premium(s) for the year, if applicable.

The lien created by this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the lien of any assessment, except that the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of any assessment against the Unit that first became due prior to such sale or transfer.

Fees, late charges, fines and interest charged pursuant to the Act and this Declaration are enforceable as assessments under the Section. If an assessment is payable in installments, the full amount of the assessment becomes immediately due and payable when the first installment thereof remains unpaid in such manner, and the full amount of the assessment shall constitute a lien from the time of such filing. The Association's lien may be foreclosed as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes of North Carolina. The Trustee for such foreclosure shall be a person or entity appointed by the non-defaulting Unit Owner.

All monetary fines, penalties, interest or other charges or fees levied against a Unit Owner pursuant to this Declaration, or any expense of the Association that is the obligation of a Unit Owner or that is incurred by the Association on behalf of the Unit Owner pursuant to this Declaration, and any expense (including without limitation attorneys' fees) incurred by the Association as a result of the failure of a Unit Owner to abide by this Declaration, constitutes a "Default Assessment," enforceable as provided in this Declaration and in accordance with the Act. Any installment of an assessment, which is not paid when due, shall be delinquent. If such an assessment installment becomes delinquent, or if any Default Assessment is levied, the member of the Association other than the defaulting member may unilaterally cause the Association to take any or all of the following actions (in the non-defaulting member's reasonable discretion):

- (a) Assess a late fee for each delinquency equal to four percent (4%) of the amount due;
- (b) Charge interest from the date of delinquency at an interest rate equal to the lesser of (i) ten percent (10%) per annum or (ii) the maximum legal rate allowed in the state of North Carolina per annum (the "Default Rate");
- (c) Suspend the voting rights of the Unit Owner or the right of the Unit Owner to use any recreational amenity of the Development during any period of delinquency;
- (d) Accelerate all remaining assessment installments for the fiscal year in question so that unpaid assessments for the remainder of the fiscal year shall be due and payable at once;
- (e) Bring an action at law against any Unit Owner personally obligated to pay the delinquent assessment charges;
- (f) File a statement of lien with respect to the Unit and foreclose as set forth in more detail below.

Any assessment or portion thereof that is not paid when due shall be delinquent. If any delinquent assessment or any portion thereof is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the Default Rate and in addition, a late fee may be assessed as provided above. The non-defaulting member may bring an action in the name of the Association (and at the expense of the Association) against the Unit Owner personally obligated to pay the same, and may foreclose the lien against the Unit in the same manner as provided in North Carolina for the foreclosure of deeds of trust, or both, and, in either event, interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The non-defaulting member may cause the Association to bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments.

ARTICLE X ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Development Common Area, if applicable

ARTICLE XI
BINDING EFFECT

The covenants and restrictions 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 Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

ARTICLE XII
AMENDMENT

This Declaration may be amended at any time and from time to time by an instrument in writing executed by all the Owners of both Units of the Development and shall be effective upon the recording of such Amendment(s) in the Office of the Register of Deeds for New Hanover County.

The parties hereto may file Supplemental Declarations from time-to-time authorizing, approving, and detailing the reconfiguration, renovation and remodeling of the Development Units, Limited Common Areas, Common Elements, and Common Areas. In the event of any disagreement between the owners of the Units as to what is fair, proper and appropriate and in order to prevent a stalemate which would result in a detriment to all concerned parties it is agreed that any dispute or disagreement that can't be settled to the satisfaction of both Unit Owners within thirty days will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association and settled in that manner.

ARTICLE XIII
THE ASSOCIATION

A. Association Management Duties. Subject to the rights and obligations of the Owners as set forth in this Declaration and the Act, the Association shall be responsible for the maintenance, repair, replacement and improvement of the Common Elements (including facilities, furnishings, and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The expenses, costs and fees of such management operation, maintenance and repair by the Association shall be part of the assessments charged under Article IX herein, and prior approval of the Owners shall not be required in order for the Association to pay any such expenses, costs and fees. The officers of the Association will exercise for the Association all powers, duties and authority vested in or obligated to be taken by the Association and not reserved to the members by this Declaration, the Act, or other applicable law.

B. Limited Common Elements. Each Unit Owner shall be responsible for all maintenance, repair and replacement of the Limited Common Areas associated with their Unit.

C. Membership. Every Unit Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Development Unit. No Unit Owner, whether one or more persons, will have more than one membership per Unit owned, but all of the persons owning each Unit will be entitled to rights of membership and use and enjoyment appurtenant to such ownership.

D. Transfer of Membership. A Unit Owner shall not transfer, pledge or alienate his Membership in the Association in any way, except upon the sale or encumbrance of the Unit, and then only to the purchaser of his Development Unit.

E. Class of Membership. The Association shall have one class of voting membership, composed of all Unit Owners including Declarant.

F. Voting Rights. Except as otherwise provided in the By-Laws, each member shall be entitled to vote in Association matters. Each Unit shall have one vote. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised by one person or alternative persons as the Unit Owners among themselves determine. If more than one of the multiple owners is present at a meeting in person or by proxy, the vote allocated to their Unit may be cast only in accordance with the agreement of a majority in interest of the owners as evidenced by a written designation filed with the secretary of the Association. There is a majority agreement if any of the multiple owners casts the vote allocated to his Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

G. Officers. Until the sale of the last unit, Kilon Wilson shall be the President, and Glen R. Mitchell shall be Secretary/Treasurer. After the sale of the last unit the then Unit Owners shall decide among themselves which shall hold each office.

In the event unanimous consent of the two (2) Unit Owners cannot be obtained with respect to any matter required to be submitted to a vote of the Association the matter shall be submitted to arbitration in accordance with the then current North Carolina rules of arbitration.

IN TESTIMONY WHEREOF, the Declarants have hereunto set their Hands and Seals this the 23rd day of December, 2024.

DECLARANT:
CENTER CITY DEVELOPMENT, INC

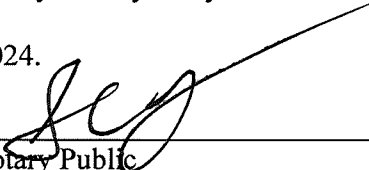
By:  (SEAL)
KILON WILSON

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

PENDER I, SHANE L. DAVIDSON, a Notary Public for the State and, County aforesaid, do hereby certify that KILON WILSON, as President CENTER CITY DEVELOPMENT, Inc., personally appeared before me this day and acknowledged the execution of the foregoing instrument in the stated capacity the day and year above shown.

This the 23 day December, 2024.



Notary Public

My Commission Expires: 7/10/2028



EXHIBIT B

319 & 903 PLANNED UNIT DEVELOPMENT

The Survey, Plat, and Plans are recorded in Map Book 75 at Page 7 in the New Hanover County Registry.

EXHIBIT C

BY-LAWS

OF

319 & 903 PLANNED UNIT DEVELOPMENT

An Un-incorporated Association

ARTICLE I.

GENERAL

Section 1. THE NAME. The name of the Association shall be 319 & 903 DEVELOPMENT ASSOCIATION.

Section 2. THE PRINCIPAL OFFICE. The initial principal office of the Association shall be at 903 Forth St. S, Carolina Beach, in New Hanover County, North Carolina, 28428, or at such other place as may be subsequently designated by the Officers of the Association.

Section 3. REGISTERED OFFICE. The registered office of the Association, which by law is required to be maintained in the State of North Carolina, shall initially be located at 903 Forth St. S, Carolina Beach, in New Hanover County, North Carolina, 28428, or at such other place within the State of North Carolina as may, from time to time, be fixed and determined by the Officers of the Association. Upon the sale of the second unit by the developers, the then two unit owners shall decide who shall be the new Registered Agent and where the registered office shall be, and shall legally document the changes.

Section 4. DEFINITION. As used herein, the term "Association" is as defined in the Declaration of 319 & 903 PLANNED UNIT DEVELOPMENT, and all definitions set forth in the Declaration, to which these By-Laws are attached, shall be applicable herein, unless otherwise defined herein.

ARTICLE II.

MEMBERSHIP

Section 1. DEFINITION. Each Unit owner shall be a member of the Association, and membership in the Association shall be limited to owners of Units in 319 & 903 Development.

There is one class of membership in the Association, to which all Unit Owners belong.

Each Unit shall be entitled to one vote in Association matters.

Section 2. TRANSFER OF MEMBERSHIP AND OWNERSHIP. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Development Unit and his undivided interest in the common areas and facilities of the Development, and such

transfer shall be subject to the procedures set forth in the Development Documents.

ARTICLE III.

MEETINGS OF MEMBERSHIP

Section 1. PLACE. All meetings of the Association membership shall be held in the Carolina Beach, North Carolina, area or at such other place as may be stated in the notice.

Section 2. ANNUAL MEETING.

A. Membership meetings shall be held at least annually. The annual meeting of members shall be held in the Carolina Beach, North Carolina, area upon the earlier of the following events: 45 days after conveyance of all of the Units, or one year following conveyance of the first Unit in the project; or upon notice by Declarant to Unit Owners. The first Officers will hold office until the initial annual meeting occurs, and new officers are elected.

B. Regular annual meetings subsequent to 2024 shall be held on the first Saturday in October in each year, if not a legal holiday and if a legal holiday, then on the next secular day following, unless otherwise determined by the Officers.

C. All annual meetings shall be held at such hour as is determined by the Officers.

D. At the annual meeting, the members shall elect the new Officers of the Association and transact such other business as may properly come before the meeting.

E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereafter at such address as appears on the books of the Association, at least ten but not more than fifty days prior to the meeting. Each member shall notify the Secretary of any address change, and the giving of said notice shall be in all respects sufficient if sent to the address of the member which is then on file with the Secretary.

Section 3. MEMBERSHIP LIST. At least ten but not more than fifty days before every election of directors, a complete list of members entitled to vote at said election, with residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten days prior to and throughout the election at the office of the Association and shall be open to examination by any member throughout such time.

Section 4. SPECIAL MEETINGS.

A. Special Meetings of the members, for any purpose of purposes not prescribed by statute, the Declaration, or these By-Laws, may be called by the either Officer. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a Special Meeting of members, stating the time, place and object