

Prepared by and return to William Joslin, Attorney, PO Box 18928, Raleigh, NC 27609  
Register of Deeds Box 121

Wake County, NC 672  
Laura M Riddick, Register of Deeds  
Presented & Recorded 06/15/2001 15:33:23  
Book : 008961 Page : 01553 - 01562

BY-LAWS  
OF  
CREEDMOOR COMMONS CONDOMINIUMS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is Creedmoor Commons Condominiums Association, Inc. The principal office of the corporation shall be located at 3924 Browning Place, Raleigh, North Carolina 27609, but meetings of Unit Owners and directors may be held at such places within the State of North Carolina, County of Wake, as may be designed by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 2.1. "Declaration" shall mean that certain Declaration for Creedmoor Commons Condominiums, a condominium recorded in Book 8461, Page 1505, Wake County Registry.

Section 2.2. The terms defined in Article 3 of the Declaration shall have the same meanings as set forth therein in these Bylaws.

ARTICLE III  
MEMBERSHIP

An Owner of a Condominium Unit shall automatically become a member of the Association upon taking title to the Condominium Unit and shall remain a member for the entire period of ownership. If title to a Condominium Unit is held by more than one person, the membership shall be shared in the same proportion as the title, but there shall be only one membership per Condominium Unit. Membership does not include a Mortgagee, and the giving of a Mortgage shall not terminate the Unit Owner's membership. Membership shall be appurtenant to the Condominium Unit to which it appertains, shall be transferred automatically by conveyance of that Condominium Unit, and may be transferred only in connection with the conveyance of title of that Condominium Unit.

ARTICLE IV  
MEETINGS OF UNIT OWNERS

Section 4.1: Annual Meetings. The annual meeting of the Unit Owners shall be held at a place to be designated by notice sent to all Owners on the second Monday in December of each year at the hour of 7:00 o'clock P.M., Eastern Standard Time, for the purpose of transaction of any business authorized to be trans-

acted by the Unit Owners; provided, however, if that day is a legal holiday, this meeting shall be held at the same hour on the next succeeding day.

Section 4.2: Substitute Annual Meeting. If the annual meeting of the Unit Owners is not held as provided in Section 4.1, any business, including the election of Directors, which might properly have been acted upon at that meeting may be acted upon at any subsequent Unit Owners meeting held pursuant to these Bylaws or to a court order requiring a substitute annual meeting.

Section 4.3: Special Meeting. Special meetings of the Unit Owners may be called at any time by the president, secretary, any two or more Directors or upon written request of the Unit Owners who are entitled to vote one-third (1/3) of all of the Votes in the Association.

Section 4.4: Notice of Meeting. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days, nor more than thirty (30) days, unless otherwise stated in the Declaration, before such meeting to each Unit Owner entitled to Vote thereat, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by each Unit Owner to the Association for the purpose of 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. Proof of such mailings shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings by Vote of the Unit Owners of the Association, or by a written waiver signed by an Owner.

Section 4.5: Quorum. The presence at the meeting of Unit Owners entitled to cast, or of proxies entitled to cast one-third (1/3) of the Votes of the Association shall constitute a quorum for any action except as otherwise provided in the Declaration. If, however, such quorum shall not be present or represented at any meeting, the Unit Owners entitled to Vote thereat 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. The presence of a Unit Owner at the beginning of a meeting shall constitute the presence of such Unit Owner for the purpose of determining a quorum. The Vote of the Owners of a Condominium Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the Owners of the Condominium Unit and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on

file, the Vote of such Unit Owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 4.6: Proxies. At all meetings of Unit Owners each Unit Owner 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 Unit Owner of his Condominium Unit.

Section 4.7: Order. The order of business at annual Unit Owners' meeting, and, as far as practical at all other Unit Owners' meetings, shall be:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Unfinished business.
- e. New business.
- f. Adjournment.

Section 4.8: Conduct of Meetings. The President shall preside over all Unit Owners meetings. The Secretary shall keep a minute book with all resolutions adopted by the Unit Owners, minutes of all meetings, and all written consents to actions taken without a meeting. Robert's Rules of Order (latest edition) shall govern the conduct of the meeting.

Section 4.9: Adjournments. Any meeting of the Unit Owners, whether or not a quorum is present, may be adjourned by a Majority of the Votes at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. Any business may be transacted which could have been transacted at the meeting which was adjourned, if a quorum is at the reconvened meeting.

Section 4.10: Action of Unit Owners Without a Meeting. Any action which may be taken at a meeting of the Unit Owners may be taken without a meeting if a written consent form setting the action authorized, is signed by all of the Unit Owners. The consent shall be filed in the minute book or other appropriate records by the Secretary. It shall then have the same effect as a unanimous Vote of the Unit Owners at a special meeting called for the purpose of considering the action authorized.

Section 4.11: Vote Required for Action. Except as otherwise provided by the Act, the Nonprofit Corporation Act, in the Condominium Instruments or herein, the act of a Majority of the Unit Owners at a meeting at which a quorum was present shall be the act of the Unit Owners.

## ARTICLE V

### BOARD OF DIRECTORS

Section 5.1: General Powers. The business and affairs of the Association shall be managed by the Board of Directors. The Board shall have all powers of the Association that are not required by law, the Condominium Instruments, the Articles of Incorporation or these Bylaws to be exercised by the Unit Owners. The powers of the Association include those set forth in Section 55A-15 of the North Carolina Nonprofit Corporation Act.

Section 5.2: Qualifications. Each Director must be a Unit Owner, except those appointed by Declarant during the Declarant Control Period.

Section 5.3: Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee which shall consist of three (3) Unit Owners appointed by the President. The nominating committee may nominate any number of qualified individuals, but no less than the number of Directors to be elected. Separate nominations shall be made for each seat on the Board for which a Director is to be elected. The nominations and the names of those on the nominating committee shall be included with the notice of the meeting. Nominations shall also be allowed from the floor at the meeting.

Section 5.4. Election. Subject to Section 5.5.1 hereof, election to the Board of Directors shall be by written ballot. At such election the Unit Owners 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 Unit Owner or Owners receiving the largest number of Votes shall be elected. Cumulative voting shall not be permitted.

5.5.1 During the Declarant Control Period, the Board shall consist of three (3) Directors appointed by Declarant. Each such Director shall serve at the pleasure of Declarant; provided, however, not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units (including units which may be created pursuant to Section 16 of the Declaration) to Unit Owners other than Declarant, at least one member of the Board shall be elected by Unit Owners other than Declarant. The election of such member to the Board shall mean that Unit Owners other than Declarant shall have elected not less than

thirty-three percent (33%) of the members of the Board and therefore, by virtue of such election, there shall be compliance with Section 47C-3-103(e) of the Act until expiration of the Declarant Control Period.

5.5.2 After the expiration of the Declarant Control Period, the Board shall consist of five (5) Directors with each having a three (3) year term of office. The Directors shall be divided into three (3) classes with the terms of one class expiring each year. The first class shall have one (1) Director, and the second and third classes shall have two (2) Directors, each. Directors replacing those appointed by Declarant shall be elected upon the expiration of the Declarant Control Period, but in no event more than ninety (90) days after the expiration thereof. If the next annual meeting occurs within that time period, the election shall be held at the annual meeting. If not, a special meeting may be called by any Unit Owner for such purpose. In either case, Section 5.3 shall govern nominations. The term of the Director in the first class shall expire at the next annual meeting, the terms of the Directors in the second class shall expire at the second annual meeting thereafter, and the terms of the Directors in the third class shall expire at the third annual meeting thereafter. Each Director shall serve until his term expires and his successor has been elected and qualified, subject to removal, disqualification, or resignation.

Section 5.6: Removal. Any Director may be removed from office with or without cause by a Vote of at least sixty-seven percent (67%) of the Unit Owners attending a meeting of the Association at which a quorum is present. Removal action may be taken at any annual or special meeting with respect to which notice of such purpose has been given. A removed Director's successor may be elected at the same meeting to serve the unexpired term.

Section 5.7: Vacancies. A vacancy occurring on the Board of Directors may be filled by a Majority of the Directors remaining in office though less than a quorum of the Board of Directors. The Director so elected by the Board shall serve until the next annual meeting, at which time a Director shall be elected by the Unit Owners for the remaining term, if any.

Section 5.8: Compensation. Directors shall not receive compensation for their services as Directors. A Director may serve the Association in another capacity and receive compensation, if disclosed to the Board in advance in writing.

Section 5.9: Committees of the Board of Directors. The Board may designate from among its members an executive committee and one or more other committees, each consisting of at least two (2) Directors. Each committee shall have the authority set forth in the resolution establishing the committee.

## ARTICLE VI

### MEETINGS OF THE BOARD OF DIRECTORS

Section 6.1: Place of Meeting. Directors may hold their meetings at any place within reasonable proximity to the Condominium as the Board may from time to time establish.

Section 6.2: Regular Meetings. Regular meetings of the Board of Directors shall be held at least once every three (3) months on a regular schedule established by the Board.

Section 6.3: Special Meetings. Special meeting of the Board may be called by the President, the Secretary, or any two (2) Directors.

Section 6.4: Notice of Meetings. No notice shall be required for regularly scheduled meetings. Notice of each special meeting shall be given to each Director stating the time, place and purpose of the meeting. The notice shall be given by mail deposited at least five (5) days before the meeting or by telephone, telegram, cablegram or personal delivery at least three (3) days before the meeting. Notice by telegram or cablegram shall be deemed delivered when the notice is filed with the transmitting agency. Notice by telephone or personal delivery shall be deemed effective only when actually communicated to the Director.

Section 6.5: Quorum. A quorum shall be deemed present throughout any meeting of the Board of Directors when Directors entitled to cast a Majority of the votes on the Board are present at the beginning of the meeting.

Section 6.6: Voting. Except as otherwise provided by law or in the Condominium Instrument, the act of a Majority of the Directors present at a meeting at which a quorum is present at the time shall be the act of the Board of Directors. Each Director shall have one equal vote on the Board, regardless of the Votes attributable to his Condominium Unit.

Section 6.7: Adjournments. Any meeting of the Board, whether or not a quorum is present, may be adjourned by a Majority of the Directors present to reconvene at a specific time and place. It shall not be necessary to give notice of the

reconvened meeting or of the business to be transacted, other than by announcement at the meeting which was adjourned. Any business may be transacted which could have been transacted at the meeting which was adjourned, if a quorum is present at the reconvened meeting.

Section 6.8: Action by Directors Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent is signed by all the Directors and is filed with the minutes of the Board. The consent shall have the same force and effect as a unanimous vote of the Board.

Section 6.9: Conduct of Meetings. The President shall preside over all meetings of the Board. The Secretary shall keep a minute book with all resolutions adopted by the Board, minutes of all meetings, and all written consents to actions taken without a meeting and proceedings occurring at such meetings. Robert's Rules of Order (latest edition) shall govern the conduct of the meetings.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1: Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and Facilities, and the personal conduct of the Unit Owners and their tenants, invitees and guests thereon, and to establish penalties for the infraction thereof.
- (b) Suspend the voting rights and right to use of the recreational facilities of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 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 Bylaws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and


(f) Foreclose on the lien against any Condominium Unit 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 in accordance with and as authorized by the Declaration.

(g) Exercise such other powers as are conferred upon the Association by the Articles of Incorporation or the Declaration.

Section 9.7: Self-Dealing. Each Director and Officer and any property manager shall disclose in the written minutes of the Board any contract or agreement of any kind between the Association and any person or entity to which is related by blood or marriage or in which he has an interest, whether direct or indirect.

Section 9.8: Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of Creedmoor Commons Condominiums Association, Inc. have hereunto set our hands this 14th day of June, 2001.

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Creedmoor Commons Condominiums Association, Inc., a North Carolina nonprofit corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of such Association and were duly adopted at a meeting of the Board of Directors thereof, held on the 14th day of June, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 14th day of June, 2001.

*Nancy H. Roberts*  
Secretary

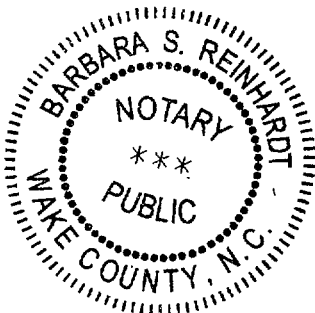
NORTH CAROLINA  
WAKE COUNTY

I, the undersigned Notary public of said County and State, do hereby certify that JUDY W. ROBERTS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND AND SEAL THIS THE 14th day of June, 2001.

My Commission Expires:  
9-29-03

*Barbara S. Reinhardt*  
Notary Public



Laura M Riddick  
Register of Deeds  
Wake County, NC



Book : 008961 Page : 01553 - 01562

**Yellow probate sheet is a vital part of your recorded document.  
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds  
Laura M. Riddick  
Register of Deeds**

**North Carolina - Wake County**

The foregoing certificate of \_\_\_\_\_  
\_\_\_\_\_ *Barbara S. Reichert* \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: \_\_\_\_\_ *[Signature]* \_\_\_\_\_  
Assistant/Deputy Register of Deeds

**This Customer Group**  
\_\_\_\_\_ # of Time Stamps Needed

**This Document**  
\_\_\_\_\_ *10* \_\_\_\_\_ New Time Stamp  
\_\_\_\_\_ # of Pages