

Exhibit A
BYLAWS of the STRAUS PARK MASTER ASSOCIATION, INC.

ARTICLE I

General Matters

Section 1: All terms defined in the Amended and Restated Declaration of Covenants, Restrictions, Easements and Conditions for Straus Park (“Amended Declaration of Covenants”) to which these Bylaws are attached, shall be deemed similarly defined herein and shall be used without further definition.

Section 2: The Straus Park Master Association is a North Carolina non-profit corporation and shall have all powers incident thereto as provided in N.C. Gen. Statutes Chapter 55A, Non-Profit Corporation Act and Chapter 47F, the North Carolina Planned Community Act.

Section 3: The administrative provisions of these internal or self-governance Bylaws of the Association are applicable to all Lots within Straus Park and all Owners, invitees, licensees, tenants, agents, employees, and occupiers of same. The occupancy and use of every Lot shall also be subject to the Rules and Regulations promulgated by the Board as provided in the Amended Declaration of Covenants. The acquisition, rental, occupancy or use of any Lot shall constitute acceptance of these Bylaws, the Declaration of Protective Covenants, the ECC Design Manual, the Rules and Regulations and amendments thereto and an agreement to comply therewith. Usage shall comply strictly to the provisions of these Bylaws, the ECC Design Manual, and to Rules and Regulations adopted, as any of the same may be lawfully amended from time to time, pursuant hereto.

Section 4: The Master Association will have the responsibility of administering Straus Park, approving the annual budget thereof, establishing the amount of and collecting the Assessments, and managing Straus Park or arranging for its management by a management agent. Except as otherwise provided, decisions and resolutions of the Master Association shall require approval of a majority of the Directors of the Master Association Board of Directors.

ARTICLE II

Rights of Owners

Section 1: Owners shall have the right to attend the Board of Director’s regular and special meetings, other than those determined during the meeting by the Directors to be executive sessions; the subject matter of which is deemed not appropriate for general attendance. Notices of meetings, other than those determined by the Directors to be executive sessions, shall be given to the owners in a written form, which may be included with Assessments bills and may be provided by email or website posting. Owners shall be provided with a reasonable opportunity to address orally or by written petition any Board of Director’s meeting, other than those in executive session, but control of the meeting shall always remain with the Directors and presiding officer. During executive session, special invitees and such staff members as the Directors deem appropriate to be necessary are allowed to remain. Discussions and deliberations may be closed on an issue at any time, and a meeting may be declared to be in executive session at any time by a majority vote of the Directors present.

Except for Minutes of Executive Sessions, owners shall be entitled to see, and to receive a copy of, any and all meeting Agendas, meeting Minutes and quarterly Financial summaries; e. g. the operating Balance Sheet, the Reserve Balance Sheet and the ECC Balance Sheet; of the Board on a timely basis, not more

than ten (10) business days from the request as provided for in N.C. Gen. Stat. § 47F-3-118 (b), Association records. Minutes of Executive Sessions shall be available when the purpose for maintaining their privacy is no longer served as determined by the Board.

Section 2: Owners shall have the right to enjoy and use the Common Areas including the Lake House, Lake Straus, the trails, designated park areas and other common area elements, as well as the Long Meadow on a regulated basis.

Section 3: Abutting owners and the Boards of the relevant property associations are entitled to timely notice and to be heard at any meeting prior to a decision being made that would impact their property. For example, if a major exception to an ECC Design Manual standard were being granted to a lot-owner, the adjacent and other directly impacted lot owners are entitled to 30 day notice of the exception under consideration, and to be present and to be heard at the meeting prior to a ruling or decision being made. Decisions made without prior and proper notice to lot owners directly impacted are subject to revocation. The ECC is responsible for ensuring proper notice is made to the membership at large, as well as to the owners and the Owners' Association board(s) of lots directly impacted.

Section 4: Voting privileges by voice, roll call or proxy, if appropriate, are extended to all Qualified Voting Members who meet the following qualifications:

- (1) if a lot is owned by two or more owners or estate trustees then such persons collectively may cast only one vote provided that qualification (3) is met,
- (2) if a lot as a commercial business unit or asset is owned by a private or public corporation then an officer at the corporate address may cast one vote provided that qualification (3) is met, and
- (3) the owner must be current with assessments and is not otherwise disqualified from voting for other infractions of the Declaration of Protective Covenants, these Bylaws or Rules and Regulations.

For purposes of this section a lot shall be construed as any subdivided parcel of land that is shown numbered or lettered on a Plat within a Classification for Straus Park or a condominium unit within Straus Park.

Section 5: If an Owner's privileges or services are suspended for failure to pay assessments, fines, and/or legal fees, the right of access to the Owner's lot is protected.

ARTICLE III

Board of Directors

Section 1: The affairs of the Master Association shall be governed by a Board of Directors which shall be composed of six persons; preferably full time residents of Straus Park. Four of the Directors shall be the Presidents of the four Owner's Associations, while the fifth and sixth Directors shall be appointed by the Southern Knoll/Market Street and Park Place commercial enterprises by notice thereof provided to the Master Association. At such time as the Southern Knoll region is fully developed with potentially a stand alone condominium and/or a commercial enterprise, their representation on the Master Association shall be combined with Straus Ridge, however, the selected representative need not be from the commercial enterprise.

Directors ideally will not serve more than three consecutive one-year terms. It is intended that terms be staggered to facilitate transition.

Section 2: Meetings of the Master Association shall be held at the principal office of Straus Park or such other suitable place convenient to the Directors, as a majority of them shall select.

Section 3: Annual meetings of the Directors shall be held on the second Monday in December of each year, unless this shall be a legal holiday, in which case the meeting shall be held on the next business day. At such meetings, the Directors shall transact such business of the Master Association as may properly come before them. Regular meetings of the Board of Directors shall occur from time to time as scheduled by the Chairperson thereof.

Section 4: The Chairperson shall call a special meeting of the Board of Directors if so directed by a resolution of the Board of Directors or by a request signed by not less than two Directors and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice thereof unless by consent of Directors having the right to cast four affirmative votes.

Section 5: The Secretary shall provide a notice of each annual, regular or special meeting stating the purpose thereof as well as the time and place where it is to be held to each Director at least ten (10) but not more than sixty (60) days prior to such meeting. Notice shall be emailed, personally delivered or mailed, postage prepaid, to the Director's address as shall have been specified to the Master Association in writing. A notice mailed shall be deemed delivered as the earlier date of actual delivery or the fourth day following mailing.

All Lot owners shall also be noticed by email for all meetings at least ten (10) but not more than sixty (60) days prior to such meeting. For those owners without email service, notification shall be by conventional mail.

Section 6: Robert's Rules of Order Newly Revised shall be used to govern all regular Board of Directors meetings. The order of business at all meetings, unless otherwise agreed to, shall be as follows:

- a. Roll Call
- b. Proof of Notice of Meeting or Waiver of Notice
- c. Reading of minutes of preceding meeting
- d. Reports of Officers
- e. Reports of Committees
- f. Unfinished business
- g. New business
- h. Adjournment

Robert's Rules of Order Newly Revised shall be used to govern all specially called Board of Directors meetings. The order of business at all Special meetings, shall be as follows:

- a. Roll Call
- b. Consideration of business, one or more items, specified in the Notice of the called Special Meeting
- c. Adjournment.

Section 7: Vacancies on the Board of Directors caused by any reason shall be filled primarily by the owner's sub-association in a timely manner. If a timely appointment cannot be made, the Master Association may act to fill the position until such time as the sub-association takes action. Each person so elected or appointed shall be a Director, until a successor is duly elected or appointed.

Section 8: At any regular or special meeting of the Master Association duly called, any one of the Directors previously elected may be removed, for cause, by a vote of not less than five Directors; and their successor shall be elected by the affected owner's sub-association or appointed by the Master Association to fill the vacancy thus created for the remainder of the term. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. Notwithstanding any provision of the Declaration of Protective Covenants or these or future bylaws to the contrary, the lot owners, by a majority vote of all persons present and entitled to vote at any meeting of the lot owners at which a quorum [ten (10%) as set forth in N.C. Gen. Stat. § 47F-3-109, Quorums.] is present, may remove any member (director) of the executive board with or without cause.

Section 9: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by such Director of the time and place thereof if all the Directors are present at any meeting of the Board of Directors. No notice shall be required and any business may be transacted at such meeting.

Section 10: At all meetings of the Board of Directors, the presence of four (4) Directors holding a majority of the votes shall constitute a quorum for the transaction of business, and acts of the majority of the Directors present at a meeting at which a quorum is present shall be acts of the Directors. If at any meeting of the Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Master Association, and may perform all such acts and things as are not by law prohibited. In addition to the duties elsewhere imposed by these Bylaws or by resolutions of the Master Association Board of Directors, the Directors shall be responsible for overseeing the following:

- (a) Care, upkeep, protection and Maintenance of Straus Park, including but not limited to, all Common Areas;
- (b) Hiring and firing of personnel for the Maintenance of Straus Park, including the Common Areas; and
- (c) Fiscal management of the Master Association, including but not limited to the determination of and collection of all Assessments in accordance with the North Carolina General Statutes, the Declaration and these Bylaws.

Section 12: The Board of Directors may contract with or employ any person, firm or corporation to serve as Community Manager for Straus Park and the Master Association, at a compensation established by the Directors. In addition, the Directors may delegate authority for some or all management of any Common Area to the Classification's Owners' Board, subject to acceptance by that classification's Owners' Association Board. The Board of Directors may terminate or limit such delegation at any time, with the Directors remaining responsible for the proper administration of Straus Park.

Section 13: The Board of Directors shall require that all officers and employees of the Master Association handling or responsible for Master Association funds be provided with adequate fidelity bonds; provided, however, that this provision shall not require that the Treasurer be bonded if, under the terms of any management agreement in effect from time to time, the person, firm or corporation serving as management agent is responsible for collecting and disbursing Assessment funds and is required to

account to the Master Association for said funds at least quarterly. The premiums on necessary fidelity bonds shall be paid by the Master Association.

Section 14: No member of the Board of Directors shall receive any compensation for serving in said capacity, nor shall the expenses of meeting be borne by the Master Association.

Section 15: One (1) or more directors may participate in and vote during any regular or special meeting of the Board of Directors by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those Directors so participating shall be deemed present at such meeting. Any such meeting at which a quorum prevails shall constitute a meeting of the Board of Directors.

Section 16: The Master Association shall make available, within a reasonable time, upon reasonable request thereof, copies of the Amended Declaration of Covenants; these Bylaws; the Rules and Regulations; and the books, records and financial statements thereof to owners. The Master Association may charge a reasonable amount to compensate it for the copying costs.

Section 17: The Master Association shall represent the owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of any of the Common Areas, or any part thereof; and each owner, by deed acceptance, appoints the Master Association as attorney-in-fact for such purposes. Condemnation minimum loss shall be set at \$2,500. Upon a taking or acquisition of part of all the Common Areas by a condemning authority, the award or proceeds of settlement shall be payable to the Master Association, to restore the adjoining Common Areas, to the extent reasonable, and for the general benefit of the owners affected. No owner shall have any interest in any such award.

ARTICLE IV

Officers

Section 1: The principal officers of the Board of Directors shall be Chairperson, Vice Chairperson, Secretary and Treasurer, all of whom shall be elected by the Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary.

Section 2: The officers of the Board of Directors shall be elected annually by the Directors at the organizational meeting of each new Board of Directors. Their term of office shall be for one year terminating with the adjournment *sine die* of the following Annual Meeting. The officers shall hold office at the pleasure of the Board of Directors.

Section 3: Upon affirmative vote of not less than five Directors, any officer may be removed, with or without cause, and his or her successor elected or appointed to fill out the remainder of the term, at any regular meeting of the Board of Directors or at any special meeting of the Directors called for such purpose.

Section 4: The Chairperson shall preside at all meetings of the Board of Directors and shall have all of the general powers and duties which are usually vested in the office of the chief executive officer of an association, including but not limited to the power to appoint committee chairpersons from among the Directors and the Owners from time to time. Committee Chairpersons will appoint committee members. All such appointments shall be subject to the concurrence of the Master Association Board of Directors.

Section 5: The Vice Chairperson shall take the place of the Chairperson and perform such duties whenever the Chairperson shall be absent or unable to act. If neither the Chairperson nor the Vice Chairperson is able to act, the Board of Directors shall appoint some other member as the Chairperson to serve on an interim basis. The Vice Chairperson shall also perform such other duties as shall from time to time be delegated by the Board of Directors.

Section 6: The Secretary shall keep the minutes of all meetings of the Board of Directors; shall have charge of such books and papers as the Directors may direct; and shall, in general, perform all the duties incidental to the office of Secretary.

Section 7: The Treasurer shall have responsibility for Master Association funds and securities. The Treasurer shall be responsible for keeping full and accurate accounts of all receipts and disbursements of funds belonging to the Master Association; and shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Master Association, in such depositories as may from time to time be designated by the Board of Directors. However, if the responsibility of funds has been delegated to a management agent by a contract, the Treasurer shall not be responsible for such of the foregoing matters as have been delegated.

Section 8: All agreements, contracts, deeds, leases, checks, notices and other instruments to be executed on behalf of the of the Master Association shall be executed by any two officers of the Board of Directors (for the purposes hereof, an attesting officer shall be deemed an executing officer) or by such other person(s), firm(s) or corporation(s), including the Community Manager, as may be designated by the Directors. In no event shall any such document only be signed by one signatory except for checks below an amount as set by 5 affirmative votes of the Master Association Board and representing proper disbursement of the Master Association, which may be signed singly by either the Chair or the Treasurer of the Master Association Board.

Section 9: Any perception or possible conflict of interest on the part of a director shall be disclosed to the Board of Directors. Conflict of interest shall be construed as a situation in which regard for one duty leads to disregard of another. Directors are strongly reminded that if they have a conflict of interest, they shall recuse themselves. When any such interest becomes a matter of board action, such director shall not vote or use personal influence on the matter, and shall not be counted in the quorum for a meeting at which board action is to be taken on the interest. The Director may, however, briefly state a position on the matter, and answer pertinent questions of directors. The minutes of all actions taken on such matters shall clearly reflect whether these requirements have been met.

Section 10: Owner residents and commercial interest owners/occupants shall not be qualified to serve as Master Association Directors, Officers, or committee members if they are not current in paying their assessments.

ARTICLE V

Standing Committees

Committees to perform such committee-like tasks and to serve for such periods as may be designated by the Master Association are hereby authorized; each committee shall be composed of and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 1: There shall be the following standing committees: Budget/Finance, City Liaison, Communication, Environmental Control (ECC), Grounds, Lake House Complex and Social.

Section 2: The Chairperson of the Board of Directors shall appoint the chairperson of each standing committee. The other members shall be appointed by the committee chairperson subject to the concurrence of the Master Association Board.

Section 3: With the exception of the ECC, standing committee members shall serve for one year, however, consecutive terms are permitted.

Section 4: All decisions of a standing committee shall be by majority vote. A vacancy in any standing committee shall be filled forthwith by the appointer.

Section 5: At the discretion of the Board of Directors, Ad Hoc, Special or Select Committees may be formed.

ARTICLE VI

Fiscal Management of the Association

Section 1: The Directors shall use the following guidelines in the fiscal management of the Master Association:

(a) Receipts and disbursements of the Master Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(1) Current routine maintenance and administrative expenses, including a reasonable allowance for current contingencies and working funds, other than expenditures chargeable to reserves, and amounts necessary to make up any deficiencies in common expenses for any prior year. Any balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year or shall be transferred to the reserve fund or general operating reserve hereinafter provided for, as determined by the Directors.

Routine maintenance and administrative expenses shall include but not be limited to the following; utility bills and supplies for the Lake House, supplies for the swimming pool and tennis courts, mowing expenses for the Long Meadow, green belts and hiking trails, and other Common Areas, and landscaping expenses for the entrances.

(2) A reserve fund for the purpose of performing periodic, but non-routine maintenance, replacement and repair of or to the Common Areas and for such other purposes as may from time to time appear to be necessary or appropriate to the Directors.

(3) A general operating reserve for the purpose of providing a measure of financial stability during periods of special stress, which may be used to meet deficiencies from time to time as a result of delinquent payment of assessments by Owners of lots in Straus Park and other contingencies, may be established, from time to time, if so desired by the Board.

(4) Procured insurance policies consistent with the Amended Declaration of Covenants obtained and maintained pursuant hereto. Directors and Officers insurance (also covering Committee members) shall apply only to contractual liability.

(b) The Board of Directors shall adopt a budget for each calendar year prior to November 1st preceding the calendar year for which the budget is made that shall include the estimated funds required to provide and maintain funds for the foregoing accounts. While the budget shall be determined by the Board of Directors, the amount for any budgeted item may not be increased by more than fifteen (15%) percent over the preceding year's amount unless approved by at least five Directors, or required to preserve the safety of Straus Park.

Section 2: Copies of the proposed budget and proposed Assessments shall be transmitted to each owner on or before December 1st preceding the calendar year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each owner.

Section 3: Within thirty (30) days after adoption of any proposed budget for the planned community, the executive board shall provide to all the lot owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The executive board shall set a date for a meeting of the lot owners to consider ratification of the budget; such meeting shall be held not less than ten (10) or more than sixty (60) days after mailing of the summary and meeting notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all the lot owners in the association or any larger vote specified in the Amended Declaration of Covenants rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the lot owners shall be continued until such time as the lot owners ratify a subsequent budget proposed by the executive board. See also Article III § 3.

Section 4: The Assessments against a Lot Owner for such Owner's share of the items of the budget shall be made for the calendar year annually, in advance, on or before December 1st preceding the year for which the assessment is made. The total assessments shall be due and payable in full no later than January 31 of the calendar year being assessed. (Property owners holding ten (10) or more lots may elect to pay quarterly.) In the event the annual assessment proves to be insufficient, the budget and the amount of the assessment may be amended at any time during the year by the Directors; subject, however, to the fifteen percent (15%) limitation imposed by the foregoing Section 1(b) of this article.

Section 5: Special Assessments for expenses that are not included in the budget, such as for unanticipated capital expenditures, such as to dredge the lake, such as to effect major repairs to the lake inlet culvert and outflow spillway, such as to preserve the lake's dock/walkway, such as to replace major systems of buildings which have unexpectedly failed and which are Common Areas, and such as *et cetera* shall be made only after notice of the need for such is given to the owners, including a notice of the meeting of the Board of Directors at which the same will be considered. After such notice, and upon approval by at least five of the Directors, the Special Assessment shall become effective, and be due in such manner as the Directors require. Special Assessments are Assessments for the purpose of enforcement thereof.

Section 6: As provided in N.C. Gen. Stat. § 47F-3-115 Assessments for common expenses, all unpaid Assessments shall bear a late interest charge computed at a rate not exceeding one and one-half percent (1.5%) per month [eighteen percent (18%) per annum] after thirty days from the time the same are due. Further payments received after the due dates are subject to a late processing fee in the amount of \$75.00.

A reminder letter will be sent thirty (30) days after the due date if no payment has been received.

As provided in N.C. Gen. Stat. § 47F-3-116 Lien for assessments, if an account remains unpaid thirty (30) days after the reminder has been sent, a demand letter will be sent with a statement showing all charges due on the account. The demand letter will state that the delinquent owner is responsible for attorneys' fees and costs incurred in the collection if payment is not received within fifteen (15) days from the mailing of the notice.

A continuing Claim of Lien may be placed upon the property against which the Assessment is made when a notice of such lien has been filed in Superior Court of Transylvania County, provided such notice of lien shall not be recorded until such sums assessed remain unpaid for a period of thirty (30) days after the same shall have become due.

In addition, if a lot Owner does not contest the collection of debt and enforcement of a lien after the expiration of the 15-day period following the demand letter notice, the lot Owner shall be liable for unpaid Assessments and collection costs of the Master Association, including reasonable attorneys' fees (less than or equal to one thousand two hundred dollars \$1,200 per event). The lot Owner must be notified in writing of the association's intent to seek payment of attorneys' fees and court costs. The notice must be sent by first-class mail to the property address and, if different, to the mailing address for the lot owner in the association's records. The notice shall set out the outstanding balance due as of the date of the notice and state that the lot owner has fifteen (15) days from the mailing of the notice by first-class mail to pay the outstanding balance without the attorneys' fees and court costs. If the lot owner pays the outstanding balance within this period, then the lot owner shall have no obligation to pay attorneys' fees and court costs. The notice shall also inform the lot owner of the opportunity to contact a representative of the association to discuss a payment schedule for the outstanding balance.

During the pendency of an action brought to foreclose a lien for an unpaid Assessment on a lot, by the Master Association, the lot Owner may be required to pay the then applicable annual assessment.

Section 7: The Board of Directors shall be required to obtain and maintain, to the extent obtainable, replacement cost coverage amounts of insurance to provide for fire, smoke and water damages as well as extended coverage insurance on all insurable structures in the Common Areas of Straus Park, adequate liability insurance for matters in the Common Areas and other insurance selected by the Board of Directors in furtherance thereof. All such policies shall provide that adjustment of loss shall be made with the Board of Directors or its designated representatives. The selected policy or policies shall provide that such policies may not be canceled or substantially modified without at least fifteen (15) day's prior written notice to all of the insured, including any Holder named on the affected policy.

The Board of Directors shall as stated in N.C. Gen. Stat. § 47F-3-102 (14) Powers of owners' association, provide for the indemnification of and maintain liability insurance for its officers, executive board, directors, employees, and agents.

Section 8: Owners are not prohibited from carrying other insurance for their own benefit, provided that the liability of the carriers which issue the insurance obtained by the Master Association shall not be affected or diminished by reason of any such additional insurance carried by the Owner.

Section 9: In the event proceeds are received by the Master Association due to an insured casualty, it shall receive and disburse the same as a trustee for the benefit of the Owners in furtherance hereof. The Master Association shall be responsible to replace the damaged or destroyed structures using the insurance proceeds received by it.

ARTICLE VII

Liability of Officers and Directors of the Master Association

Section 1: The Directors, the officers of the Master Association and the ECC shall not be liable to owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct

or bad faith. For purposes of these Bylaws, *misconduct* shall be construed as corrupt misbehavior by an officer in the exercise of the duties of the office or while acting under color of the office and *bad faith* shall be construed as a willful failure to respond to plain, well understood statutory or contractual obligations. The owners shall indemnify and hold harmless each of the said officers, the Directors and the ECC members against all contractual liability to others arising out of contracts made by the said officers or the Directors on behalf of the Master Association or any Owner's Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Amended Declaration of Covenants or of these Bylaws, and against liability from any decisions by the ECC. It is intended that the said officers, the Directors and the ECC shall have no personal liability with respect to any contract made by them on behalf of Straus Park, and that the ECC members have no personal liability with respect to their service with the ECC. If the Directors so elect, they may purchase an insurance policy to indemnify themselves, said officers and the ECC from liability arising out of such service.

ARTICLE VIII

Amendment

Section 1: These Bylaws shall only be amended by the affirmative vote of not less than four of the six Directors, or by the affirmative vote of the owners of not less than sixty-seven percent (67%) of the then existing lots. No amendment hereof shall occur without notice of the proposed amendment being provided in the notice of the meeting at which such amendment is to be considered.