

BK 1972 PG 049

FOR REGISTRATION REGISTER OF DEEDS
Jennifer Leggett Whitehurst
Beaufort County, NC
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INSTRUMENT # 2018005178

Prepared by and
Return to:
Lynch & Eatman, L.L.P.
P.O. Box 30515
Raleigh, NC 27622-0515



INSTRUMENT # 2018005178

**AMENDED AND RESTATED BYLAWS OF
CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION**

On August 4, 2018, at a special meeting of the members of Camp Leach Estates Homeowners Association at which a quorum was present, by a vote of a majority, amended and restated bylaws of Camp Leach Estates Homeowners Association were adopted, and the members voted not to record the bylaws. The bylaws recorded at Book 842, Page 216, of the Beaufort County Registry have been revoked in their entirety. Copies of the Amended and Restated Bylaws adopted on August 4, 2018, and any subsequent amendments may be obtained from the Camp Leach Estates Homeowners Association, attention Aida Carter, 100 Mallard Creek Drive, Washington, NC 27889.

SIGNATURES ON THE FOLLOWING PAGE

BK 1972 PG 050

IN WITNESS WHEREOF, CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION has caused this instrument to be executed by its duly elected officers, all pursuant to authority duly given by vote of its members, this 22nd day of September, 2018.

CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION

By: Sharyn Lennox, President
Sharyn Lennox, President

ATTEST: Aida Carter, Secretary
Aida Carter, Secretary

CERTIFICATION

I, the undersigned, do hereby certify: That I am the duly elected and acting secretary of the CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION, a North Carolina Non-Profit Corporation, and, that the foregoing was duly adopted by a majority vote of the members at a meeting of the members of the Association, held on the 4th day of August, 2018. Due notice was given and a quorum was in attendance in person or by proxy.

Aida Carter, Secretary (SEAL)
Aida Carter, Secretary

STATE OF NORTH CAROLINA

COUNTY OF Wake

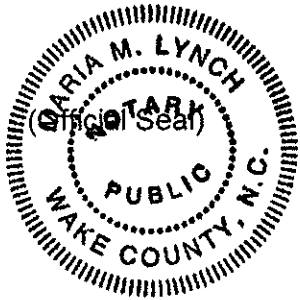
I, the undersigned, a Notary Public for the county and state aforesaid, certify that AIDA CARTER personally came before me this day and acknowledged that she is Secretary of CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by SHARYN LENNOX, its president, and attested by herself as its Secretary.

WITNESS my hand and notarial seal, this 22nd day of September, 2018.

Maria M. Lynch
Notary Public

MARIA M Lynch
Type or print name

My Commission Expires: 12/29/2022



Env: Lynch & Eatman 1/2 gm

AMENDED AND RESTATED
BY-LAWS
OF
CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION

WHEREAS, pursuant to Article XIV of the By-Laws, at a special meeting of the members on August 4, 2018, and by a vote of a majority of a quorum, the By-Laws were amended and restated; and

WHEREAS, the Secretary has certified that due notice has been given to members as provided in the By-Laws and Charter, and the vote was properly conducted.

NOW, THEREFORE, the By-Laws are amended and restated as follows:

ARTICLE I

NAME AND LOCATION OF MEETINGS

The name of the corporation is CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION (the "Association"). Meetings of members and directors may be held at such places within Pitt County or Beaufort County, North Carolina, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1: "Association" shall mean CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2: "Properties" shall mean that certain real property described in the Restated Declaration of Covenants, Conditions and Restrictions, and such additions as may be brought within jurisdiction of the Association.

Section 3: "Common Area" shall mean all real property and improvements, including the boat ramp, the piers extending over Mallard Creek and all water and sewer systems owned by the Association for the common use and enjoyment of the owners.

Section 4: "Lot" shall mean any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5: "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the Properties,

excluding those having such interest merely as security for the performance of an obligation.

Section 6: "Declaration" shall mean the Restated Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the office of the Register of Deeds of Beaufort County, North Carolina.

Section 7: "Member" shall mean persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1: Annual Meetings. The Annual Meeting will be held in June of each year on a day and at a time fixed by the Board of Directors.

Section 2: Special Meetings. Special meetings of members may be called at any time by the President or by the Board of Directors, or upon written request of the members who represent one-fourth (1/4) of the votes entitled to be cast.

Section 3: Notice of Meetings. Notice of each meeting of the members shall be given by, or at the direction of, the secretary or the person authorized to call the meeting at least fifteen (15) days before such meeting to each member, supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of meeting, and, in the case of a special meeting, the purpose of the meeting. Notice shall be given electronically unless the member has requested that the notice be mailed.

Section 4: Quorum. The presence at the meeting of members and proxies representing one-fourth (1/4) of the votes entitled to be cast, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or the By-Laws. If, however, a quorum shall not be present or represented at any meeting, the members at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5: Proxies. At all meetings of members, votes may be cast 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 of the Lot associated with the proxy.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1: Number. The affairs of this Association shall be managed by a board of five (5) directors, who shall be members of the Association.

Section 2: Term of Office. Directors shall serve a term of three years except the Board may reduce the term of any director at the first meeting after the adoption of these bylaws in order to ensure that the terms of the directors are staggered.

Section 3: Removal. Any director may be removed from the Board, with or without cause, by members representing a majority of the votes entitled to be cast. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4: Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in performance of his or her duties.

Section 5: Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1: Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee at the annual meeting. Nominations shall be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting, and the members of the Nominating Committee shall serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but no fewer than the number of vacancies to be filled. The nominations shall be made from among the members of the Association.

Section 2: Election. Election to the Board of Directors shall be made by written ballot. Each Lot shall be entitled to one vote for each vacancy. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1: Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2: Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any three directors, after not less than three (3) days notice to each director.

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1: Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and Facilities, and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right of use of the recreational facilities, if any, of a member during any period in which such member shall be in default in the payment of any annual dues or special assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; provided always, any contract for professional management must contain a clause requiring not more than ninety (90) days termination notice.

(f) procure, maintain, and pay premiums on a policy of directors and officers insurance if the Board deems such coverage to be necessary.

(g) foreclose the lien against any property for which annual dues or special 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 same.

(h) retain a CPA to audit the Association if the Board decides such audit is needed.

Section 2: Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by members representing one-fourth (1/4) of the votes entitled to be cast.

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

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

(1) fix the amount of the annual dues each year at least thirty (30) days in advance of the annual due date; and

(2) send notice of the annual dues to every Owner at least thirty (30) days in advance of the due date; and

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

(e) procure and maintain, at all times adequate hazard insurance on the property owned by the Association and sufficient liability insurance to adequately protect the Association;

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

(g) cause the Common Area to be maintained.

Section 3: Director's Conflict of Interest. Any corporate transaction in which a Director has a direct or indirect interest must be authorized in good faith by a majority, of the Directors who have no direct or indirect interest in the transaction even though less than a quorum and the Directors must determine that the authorization will not cause the corporation to be subject to excise taxes under the Internal Revenue Code. For purposes of this Section, a Director has an indirect interest in a transaction if:

(a) Another entity in which the Director has a material financial interest or in which the Director is a general partner is a party to the transaction; or

(b) Another entity of which the Director is a director, officer, or trustee is a party to the transaction and the transaction is or should be considered by the Board.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1: Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2: Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

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

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

Section 5: Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, president or secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified in the notice, and the acceptance of the resignation shall not be necessary to make it effective.

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

Section 7: Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, shall co-sign all promissory notes, and shall co-sign all checks and other instruments of withdrawal which exceed the amount of \$5,000.00; provided, however, any proposed capital expenditure that exceeds \$5,000.00 must be approved at a regular or special meeting of the members at which a quorum is present, by a majority of the votes entitled to be cast.

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

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring a seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) The Treasurer shall receive and deposit in appropriate federal insured financial institutions all funds of the Association and shall disburse the funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association, except any check which exceeds the amount of \$5,000.00 must be co-signed by the President; shall keep proper books of account; and shall prepare an annual budget and statement of income and expenditures to be presented to the members at the annual meeting and deliver a copy to each member.

ARTICLE IX

COMMITTEES

The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided by these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall be available for inspection by any member who makes a written request to the President or the Secretary. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member who makes a written request of the President or the Secretary, and copies may be purchased at reasonable cost.

ARTICLE XI

ANNUAL DUES AND SPECIAL ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to the Association for annual dues and special assessments which are secured by a continuing lien upon the property against which the annual dues or assessments are owed. Any annual dues or special assessments which are not paid when due shall be

delinquent. If the annual dues or special assessment is not paid within thirty (30) days after the due date, the delinquent amount shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, the interest, costs, and reasonable attorney's fees of any such action shall be added to the amount owed. No owner may waive or otherwise escape liability for annual dues or special assessments by nonuse of the Common Area or abandonment of his or her Lot.

ARTICLE XII

MAINTENANCE

All homeowners are required to maintain the upkeep of their property, specifically to maintain the height of grass or underbrush below ten (10) inches. Upon written notification to the property owner, the Board is authorized to enforce this requirement by contracting for maintenance of developed or undeveloped lots (cutting of cleared lots and cleared sections of wooded lots), the expense of this maintenance to be paid by the property owner.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal which includes the words: "CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION NC" and word: "SEAL."

ARTICLE XIV

AMENDMENTS

Section 1: These By-Laws may be amended, at a regular or special meeting of the members at which a quorum is present, by a vote of a majority of the votes entitled to be cast.

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

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of June and end on the 31st day of May of every year.

The Association does not discriminate against anyone on the basis of race, color, religion, sex, familial status, national origin or handicap.

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CERTIFICATION

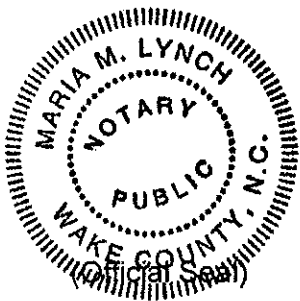
I, the undersigned, do hereby certify: That I am the duly elected and acting Secretary of Camp Leach Estates Homeowners Association, a North Carolina nonprofit corporation, and that the foregoing constitutes the Restated Declaration of Covenants, Conditions and Restrictions for Camp Leach Estates as duly adopted by a vote of two-thirds (2/3) of the votes entitled to be cast at a meeting of the members of the Association held on the 4th day of August, 2018. Due notice was given and a quorum was in attendance in person or by proxy.

By: *Aida Carter*
Aida Carter, Secretary

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public for the county and state aforesaid, certify that AIDA CARTER personally came before me this day and acknowledged that she is Secretary of CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president and attested by herself as its Secretary.

WITNESS my hand and notarial seal, this 22nd day of September, 2018.



Maria M. Lynch
Notary Public

MARIA M. LYNCH
Type or print name

My Commission Expires: 12/29/2022

ENV: Lynch & Eatman 2/2 AM

with a single family residence that conforms to these covenants or a duplex with square footage equal to or larger than the destroyed structure.

ARTICLE VIII
GENERAL PROVISIONS

Section 1: 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.

Section 2: Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3: The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from September 22, 2018, after which time, they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by members representing not less than two-thirds (2/3) of the votes entitled to be cast. Any amendment must be recorded.

IN WITNESS WHEREOF, CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION has caused this Restated Declaration of Covenants to be executed by its duly elected officers, all pursuant to authority duly given by vote of its members on August 4, 2018, this 22nd day of September, 2018.

CAMP LEACH ESTATES HOMEOWNERS
ASSOCIATION

By: Sharyn Lennox, President
Sharyn Lennox, President

ATTEST: Aida Carter
Aida Carter, Secretary

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in proper form to the Architectural Control Committee appointed by the Board of Directors of the Association have not been approved or rejected in thirty (30) days, the plans shall be conclusively presumed to have been approved, provided such plans and specifications fully comply with all other provisions required of improvements in Camp Leach Estates.

Section 6: No noxious or offensive trade or other commercial activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The Common Area shall not be used for commercial purposes.

Section 7: No trailer, modular housing, mobile home, doublewide, basement, tent, shack, garage, barn or other outbuildings erected, parked, or placed in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 8: No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except, dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. It shall be the responsibility of each lot owner to ensure that animals allowed under the section, whether owned by the lot owner or the owner's guests, do not represent a nuisance.

Section 9: No lot may be subdivided so as to decrease the size of said lot except that any lot may be recombined with an adjoining lot so as to increase the size of the adjoining lot, but the resulting recombined lot shall be treated as one lot for all purposes of these covenants and shall be entitled to one (1) vote.

ARTICLE VI EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction to flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VII DUPLEX

A duplex is situated on Lot 39. No other duplex is permitted. This duplex shall be considered two (2) lots for purposes of payment of dues and special assessments. This duplex may have one detached structure per side but if the structure is used for a garage, it cannot be larger than a two car garage. If the existing duplex is converted to a single family residence, it may not be converted back. If the duplex is accidentally destroyed it may be replaced by the person who owned the lot at the time of destruction

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Section 8: Any annual dues or special assessments not paid in thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape or deny liability for the annual dues or special assessments by nonuse of the Common Area or abandonment of his or her lot or any other reason

Section 9: The lien of the annual dues and special assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure, shall extinguish the lien of such annual dues and assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any dues or assessments thereafter becoming due or from the lien thereof.

ARTICLE V LOT USE RESTRICTIONS

Section 1: All lots in the tract or subdivisions shall be known and described as residential lots.

Section 2: No structure shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single family dwelling. On lots occupied by a single family dwelling one 1) detached structure may be erected or built. If the detached structure is used as a garage, it may not be larger than a three car garage.

Section 3: No building shall be located nearer than any minimum building line as shown on the Plat of Camp Leach Estates. No building shall be located nearer than ten (10) feet to any side lot line. No building shall be located nearer than seventy-five (75) foot C.A.M.A. Permit Line as shown on the map nor closer than seventy-five (75) feet of the mean water tide level on all waterfront lots. There are existing structures on Lots 7, 9 and 10 that violate the foregoing provisions of this paragraph; these structures shall be allowed to remain at their existing locations. Any fence erected on a lot must be at least six (6) inches inside the property line of the lot owner.

Section 4: No single family residential structure having an area of less than 1,600 finished, heated square feet, exclusive of porches, breezeways, steps and garages shall be erected or placed or permitted to remain on any lot except a structure existing on the date of adoption of this section. If an existing structure having less than 1,600 finished square feet is accidentally destroyed, the structure may be replaced to a size no smaller than the finished, heated square feet that it included immediately before the destruction.

Section 5: No structure shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the structure have been prepared and approved by an Architectural Control Committee appointed by the Board of Directors of the Association. If any plans and specifications prepared and submitted

(b) All other lots (sewage not furnished)-\$33.33 per month;

(c) The maximum annual dues may be increased or decreased effective January 1st of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index for the preceding year. Consumer Price Index means the Revised Consumer Price Index for the U.S. Department of Labor for all urban consumers (all items, 1982-84=100).

(d) The maximum annual dues may be increased above that established by the Consumer Price Index formula by the assent of two-thirds (2/3) of the votes eligible to be cast at a meeting of the members after notice is sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

(e) The Board of Directors may fix the annual dues at an amount not in excess of the maximum.

Section 4: In addition to the annual dues authorized above, the association may levy, in any year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and related personal property, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes eligible to be cast at the meeting duly called for this purpose.

Section 5: Notice of any meeting called for the purpose of taking any action authorized under sections 3 or 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members representing sixty percent (60%) of all votes eligible to be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the presenting meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting

Section 6: Both annual dues and special assessments may be collected on a monthly basis.

Section 7: The board of Directors shall fix the amount of the annual dues against each lot at least thirty (30) days in advance of the beginning of each calendar year. Notice of the annual dues shall be sent to every owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether dues and special assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of dues and assessments on a lot is binding upon the Association as of the date of its issuance.

Section 2: Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2: Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the owners agree, but if they do not agree, no vote shall be counted, and in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV
COVENANT FOR ANNUAL DUES AND ASSESSMENTS

Section 1: Each owner of any lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual dues and (2) special assessments for capital improvements. The annual dues and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which the dues and assessments are made. The annual dues and any special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the dues or assessments fell due. The personal obligation for delinquent dues and assessments shall not pass to his or her successors in title unless expressly assumed by them.

Section 2: The annual dues levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the repair and upkeep of the Common Area, the payment and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3: Until changed as herein provided, the maximum annual dues shall be as follows:

- (a) Lots 19-27 (sewage furnished)-\$ 68.33 per month;

Section 2: "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties; including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property described in Plat Cabinet C, Slide 279, Beaufort County Registry, and such additions as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property (including improvements) and including the boat ramp, the piers extending over Mallard Creek and further including all water and sewer systems owned by the Association for the common use and enjoyment of the owners. The Common Area is that property described in the deed recorded in Book 842, Page 333, Beaufort County Registry.

Section 5: "Boat ramp and access piers" shall mean the boat ramp and access piers extending over Mallard Creek which shall be a part of the Common Area.

Section 6: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7: "Member" shall mean and refer to every person or entity who holds membership in the Association

Section 8: "Notice" shall mean notice sent to each Member electronically unless the Member requests that notice be sent to that Member by mail.

ARTICLE II PROPERTY RIGHTS

Section 1: Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right of use of the recreational facilities by an owner for any period during which any annual dues and assessment against his or her lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is approved by members representing two-thirds (2/3) of the votes eligible to be cast.

BK 1972 PG 052

FOR REGISTRATION REGISTER OF DEEDS
Jennifer Leggett Whitehorst
Beaufort County, NC
September 27, 2018 11:19:21 AM
Book 1972 Page 52-59
FEE: \$26.00
INSTRUMENT # 2018005179

Prepared by and
Return to:
Lynch & Eatman, L.L.P.
P.O. Box 30515
Raleigh, NC 27622-0515



INSTRUMENT # 2018005179

**RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CAMP LEACH ESTATES**

THIS RESTATED DECLARATION made and entered into this the 22nd day of September 2018, by Camp Leach Estates Homeowners Association, a North Carolina nonprofit corporation;

WITNESSETH:

WHEREAS, the Original Declaration of Covenants, Conditions and Restrictions of Camp Leach Estates is recorded in Book 842, page 202, Beaufort County Registry, for property described in Plat Cabinet C, Slide 279, Beaufort County Registry; and replaced by the Restated Declaration of Covenants, Conditions and Restrictions for Camp Leach Estates recorded in Book 1529, Page 470 as amended by Amendment recorded in Book 1651, page 645, Beaufort County Registry

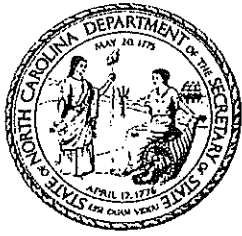
WHEREAS, pursuant to Section 3 of Article VII of the Restated Declaration, members of the Camp Leach Estates Homeowners Association (the "Association") representing not less than Two-Thirds (2/3) of the votes entitled to be cast have agreed to further amend the Declaration by executing this Restated Declaration, due notice having been given to all members and lot owners; and

WHEREAS, the Secretary has certified that due notice has been given to lot owners and that the members representing not less than two-thirds (2/3) of the votes entitled to be cast voted affirmatively to amend and restate the Declaration of Covenants, Conditions and Restrictions for Camp Leach Estates, which certification is attached to this Restatement.

NOW, THEREFORE, the existing Declarations are hereby replaced by the following Restated Declarations:

**ARTICLE I
DEFINITIONS**

Section 1: "Association" shall mean Camp Leach Estates Homeowners Association, its successors and assigns.



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

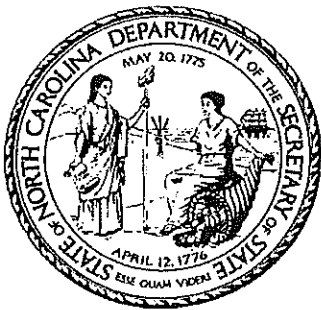
I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF RESTATEMENT

OF

CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION

the original of which was filed in this office on the 26th day of June, 2006.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 26th day of June, 2006

Elaine F. Marshall

Secretary of State

ARTICLES OF RESTATEMENT
OF
Camp Leach Estates Homeowners Association

Pursuant to 55A-10-06 of the General Statutes of North Carolina, the undersigned corporation hereby submits these Articles of Restatement for the purpose of integrating into one document its original Articles of Incorporation and all amendments thereto and also for the purpose of amending its Articles of Incorporation:

1. The name of the corporation is Camp Leach Estates Homeowners Association.

2. Attached as an exhibit are the amended and restated Articles of Incorporation which contain an amendment to the Articles of Incorporation requiring member approval.

3. The Amended and Restated Articles of Incorporation of the corporation were adopted by its members on the 13th day of August, 2005, in the manner prescribed by Chapter 55A of the General Statutes of North Carolina.

4. These articles will become effective upon filing.

This is the 13th day of August, 2005.

CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION

By: [Signature]
Vice, President
Larry Carter, Vice President

RESTATED ARTICLES OF INCORPORATION
OF
CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION

In compliance with the requirements of Chapter 55A of the General Statutes of North Carolina, the undersigned corporation restates its Articles of Incorporation as follows:

ARTICLE I

NAME

The name of the corporation is CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION (the "Association").

ARTICLE II

LOCATION OF REGISTERED OFFICE

The registered and principal office is located at 120 Goose Creek Drive, Washington, Beaufort County, North Carolina 27889. The mailing address is the same.

ARTICLE III

REGISTERED AGENT AND ADDRESS

Ellen Heck, whose address is 120 Goose Creek Drive, Washington, North Carolina, 27889, is hereby appointed the registered agent of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association is a nonprofit corporation, and the specific purposes for which it formed are to provide for maintenance, preservation and architectural control of the residential Lots and Common Area within that certain tract or property in Bath

Township, Beaufort County, North Carolina, commonly known as Camp Leach Estates and to promote the health, safety and welfare of the residents within the property.

The Association shall:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") applicable to the property and recorded, or to be recorded In the Office of the Register of Deeds of Beaufort County, North Carolina, and as the same may be amended from time to time;

(b) fix, levy, collect and enforce payment by any lawful means, all annual dues and special assessments pursuant to the terms of the Declaration; pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of members representing two-thirds (2/3) of the votes entitled to be cast, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as

may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by members representing two-thirds (2/3) of the votes entitled to be cast;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purpose; provided that any such merger or consolidation shall be assented to as provided for in the Declaration;

(g) have and exercise any and all powers, rights and privileges which a nonprofit corporation organized under the laws of North Carolina may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Declaration.

ARTICLE VI

VOTING RIGHTS

Each Lot shall be entitled to one vote. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they agree, but in no event shall more than one vote be cast with respect to any Lot. If the owners of a Lot cannot agree, no vote shall be counted for that Lot.

ARTICLE VII

BOARD OF DIRECTORS

A Board of Directors, who shall be members of the Association, shall manage the affairs of the Association. The number of directors and the term of each election shall be established by By-Laws of the Association.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent of members representing not less than two-thirds (2/3) of the votes entitled to be cast. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DIRECTOR LIABILITY

Except to the extent that the North Carolina General Statutes prohibit such limitation or elimination of liability of Directors for breaches of duty, no Director of the corporation shall have any personal liability arising out of an action whether by or in the right of the corporation or otherwise for monetary damages for breach of any duty as a Director. No amendment to or repeal of this article shall apply to or have any

effect on the liability or alleged liability of any Director of the corporation for or with respect to any acts or omissions of such Director occurring prior to such amendment or repeal. The provisions of this article shall not be deemed to limit or preclude indemnification of a Director by the corporation for any liability that has not been eliminated by the provisions of this article.

ARTICLE X

DURATION

The corporation shall exist perpetually.

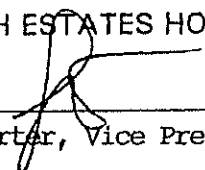
ARTICLE XI

AMENDMENTS

Amendment of these Articles shall require the assent of members representing two thirds (2/3) of the votes entitled to be cast.

These Restated Articles of Incorporation are signed this 13th day of August, 2005

CAMP LEACH ESTATES HOMEOWNERS ASSOCIATION

By: , ~~President~~
Larry Carter, Vice President