

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS**

FOR

BUCK ISLAND

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EXHIBITS

Exhibit "A"	Properties
Exhibit "B"	Map of the Lots in Buck Island
Exhibit "C"	Amended and Restated By-Laws of Buck Island Association, Inc.

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

BUCK ISLAND

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (hereinafter "Declaration") is made this th day of _____, 2013, by Buck Island Association, Inc., a North Carolina corporation (hereinafter referred to as the "Association") pursuant to the Affirmative Vote of not less than sixty-seven percent (67%) of the total membership votes in the Association.

The Association Board of Directors (hereinafter referred to as the "Board") intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of maintenance and improvement for the benefit of all Owners of real property within the Properties. The primary reasons for this Amendment and Restatement include: 1) passing the 20 year anniversary of the original Declaration; 2) aging beyond the Class "B" members of the Board; and 3) there are no longer properties designated for Fractional Ownership. This Declaration supersedes and completely replaces the Declaration of Covenants, Conditions, and Restrictions for Buck Island recorded in Book 284, Pages 288 to 371, inclusive, Currituck County, N.C. Registry, and all previously recorded Amendments, Declarations and Supplements thereto recorded in said registry.

Pursuant to the vote of the membership as required in Article XIII, Section 2 of the original Declaration, the Board hereby declares that the property described in Exhibit "A" attached hereto and further depicted by maps or plats recorded in the Currituck County Registry as set out in Exhibit "B" shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property subjected to this Amended and Restated Declaration. This Declaration as same may be further amended from time to time shall be binding on all parties having any right, title, or interest in the Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure the benefit of each Owner thereof.

Article I
Definitions

Section 1. “Area of Common Responsibility” shall mean the Common Areas, that are the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Properties, or any public or private rights-of-way within or adjacent to the Properties, may be part of the Area of Common Responsibility. The term also shall include any recreational facility located within the Properties which has been determined to be available for community use.

Section 2. “Articles of Incorporation” or “Articles” shall mean the Articles of Incorporation of Buck Island Association, Inc., as filed with the Secretary of State of North Carolina.

Section 3. “Association” shall mean Buck Island Association, Inc., a non-profit North Carolina corporation its successors or assigns. The “Board of Directors” or “Board” shall be the elected body having its normal meaning under North Carolina corporate law.

Section 4. “By-Laws” shall mean the Amended and Restated By-Laws of Buck Island Association, Inc., attached to this Declaration as Exhibit “C”, as same may be further amended from time to time.

Section 5. “Common Area” shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners. The term also shall include any recreational facility that is owned and operated by the Association.

Section 6. “Limited Common Area” The Limited Common Areas shall be those portions of the Common Area which are reserved for the exclusive use by one or more but less than all of the Owners. Limited Common Areas are not separate and apart from the Common Areas in general, but are limited only with respect to the exclusive use thereof by the Owner or Owners of the Properties to which they are assigned. Limited Common Areas are assigned as follows and not otherwise:

(a) The courtyards surrounded by privacy walls and exterior sidewalks, driveways and parking areas which are appurtenant to each Charleston Home or Duplex Home as hereafter defined having any of the foregoing, shall be Limited Common Areas assigned to the Charleston Home(s) or Duplex Home(s) having direct access thereto or direct use thereof.

(b) Private walkways across Common Areas for the exclusive use of the Owners of Oceanfront Homes.

Section 7. “Common Assessment” shall mean assessments levied against all Homes in the Properties to fund Common Expenses. The amount of assessment for each property is determined at the original sale and updated by the Board of Directors when required. They are based on the following multiplicative factors:

Vacation Homes – Factor 1.00
Oceanfront Homes – Factor 1.50
Charleston Homes – Factor 0.75
Duplex Homes – Factor 1.50

Changes to Common Assessments are levied on the basis of Vacation Homes assessments with amount changes to other Home types further determined by their respective Multiplicative Factors.

Section 8. “Common Expenses” shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

Section 9. “Community-Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Committee.

Section 10. Deleted.

Section 11. “Development Plan” The original Development Plan for Buck Island has been completed as modified. Any further changes must be approved by a majority vote of the members in good standing.

Section 12. “Fractional Ownership Interest” – There is no fractional ownership property within Buck Island nor shall it be allowed.

Section 13. “Home” shall mean a portion of the Properties intended for development, use, and occupancy as detached residences for single families, and shall, unless otherwise specified, include within its meaning single-family detached houses on separately platted lots, as hereinafter described. The term shall include all portions of the platted lots, as well as any structure(s) thereon. The definition of “Home” is further defined below:

(a) “Vacation Home” shall mean those portions of Buck Island dedicated to single family detached homes on individual lots. These lots are identified as follows:

1. Lots 1 through 6, Ranger Section, Windsor Phase, Lots 18, 19, 20 & 23 through 28, Apollo Section, Windsor Phase, Lots 29 through 40, Mercury Section, Windsor Phase, Lots 41 through 51, Galileo Section, Windsor Phase, Lots 52 through 57, Columbia Section, Windsor Phase, Lots 59 through 64, Voyager Section, Windsor Phase, as shown in Plat Cabinet D, Slides 245 through 253, Currituck County Registry.
2. Lots 21, 22, 90 & 91, Apollo Section, Windsor Phase, as shown in Plat Cabinet F, Slide 294, Currituck County Registry.
3. Lot 58, Columbia Section, Windsor Phase, as shown in Plat Cabinet F, Slide 97, Currituck County Registry.

(b) "Oceanfront Home" shall mean those single family home sites directly adjacent to the Buck Island Community property adjacent to the Atlantic Ocean beach. These properties are allowed the construction of private walkways across Common Area for the exclusive private use of themselves and their guests.

These lots are identified as follows:

1. Lots 67 through 77, Voyager Section, Windsor Phase, as shown in Plat Cabinet D, Slides 245 through 253, Currituck County Registry.
2. Lots 65 & 66, Voyager Section, Windsor Phase, as shown in Plat Cabinet F, Slide 92, Currituck County Registry.
3. Lots 78A and 79A, Voyager Section, Windsor Phase, as shown in Plat Cabinet F, Slide 199, Currituck County Registry.
4. Lots 80 through 87, Columbia Section, Windsor Phase, as shown in Plat Cabinet E, Slide 10, Currituck County Registry.
5. Lots 88 & 89, Columbia Section, Windsor Phase, as shown in Plat Cabinet E, Slide 295, Currituck County Registry.

(c) "Charleston Home" shall mean those single family homes within the redefined section of Buck Island named Charleston Place. These lots were developed in two variants, those lots that allow the installation of swimming pools and those that do not. The Lots without the ability to install pools have boundaries at the limits of the structure of the respective houses, steps and HVAC platforms and are identified as follows:

1. Unit 1, Phase 1, Charleston Place as shown in Plat Cabinet E, Slide 58, Currituck County Registry.
2. Unit 2, Phase 1, Charleston Place as shown in Plat Cabinet I, Slide 308, Currituck County Registry.
3. Unit 3, Phase 1, Charleston Place as shown in Plat Cabinet L, Slide 67, Currituck County Registry.
4. Unit 4, Phase 1, Charleston Place as shown in Plat Cabinet F, Slide 375, Currituck County Registry.
5. Units 5, 6 & 7, Phase 1, Charleston Place as shown in Plat Cabinet E, Slide 293, Currituck County Registry.
6. Units 8, 9 & 11, Phase 1, Charleston Place as shown in Plat Cabinet G, Slide 76, Currituck County Registry.

7. Unit 10, Phase 1, Charleston Place as shown in Plat Cabinet E, Slide 394, Currituck County Registry.
8. Units 26A & 26B, Phase 2, Charleston Place as shown in Plat Cabinet G, Slide 266, Currituck County Registry.

The Lots designated for pool installation have boundaries that cover the entire lot including the courtyard and are identified as follows:

1. Units 27, 28, 29, 30 & 31, Phase 2, Charleston Place as shown in Plat Cabinet H, Slide 181, Currituck County Registry.

(d) "Duplex Home" shall mean those Lots that are platted to allow for up to two family use. These Lots also are platted for Duplex structures and larger Homes similar to the model currently called "Key West" units. The standard Duplex Homes are identified as follows:

1. Units 12, 13, 14, 18 & 25, Phase 2, Charleston Place as shown in Plat Cabinet F, Slide 357, Currituck County Registry.
2. Units 20, 21 & 23, Phase 2, Charleston Place as shown in Plat Cabinet G, Slide 58, Currituck County Registry.
3. Unit 22, Phase 2, Charleston Place as shown in Plat Cabinet G, Slide 285, Currituck County Registry.

The Key West Style Duplex Homes are identified as follows:

1. Units 15, 16, 17 & 19, Phase 2, Charleston Place as shown in Plat Cabinet C-2, Slide 307, Currituck County Registry.
2. Unit 24, Phase 2, Charleston Place as shown in Plat Cabinet G, Slide 58, Currituck County Registry.

Section 14. "Individual Home Assessment" shall mean assessments levied in accordance with Article X, Section 3 of this Declaration.

Section 15. "Member" shall mean a Person entitled to membership in the Association, as provided herein.

Section 16. "Mortgage" shall mean a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 17. "Mortgagee" shall mean a beneficiary or holder of a Mortgage.

Section 18. "Mortgagor" shall mean any Person who gives a Mortgage.

Section 19. "Neighborhood" shall refer to each separately developed residential area comprised of one or more housing types subject to this Declaration, whether or not governed by an additional owners association, in which owners may have common interests other than those common to all

Association Members.

Section 20. “Owner” shall mean one (1) or more Persons who hold the record title to any Home, but excluding in all cases any party holding an interest as security for the performance of an obligation.

Section 21. “Person” means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 22. “Properties” shall mean the real property described in Exhibit “A” attached hereto. The lots currently platted within the Properties are set out in Exhibit “B”.

Section 23. “Special Assessment” shall mean assessments levied in accordance with Article X, Section 4 of this Declaration.

Section 24. “Supplemental Declaration” shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

Section 25. “Buck Island” shall mean the Atlantic Oceanfront community as defined geographically by the external boundary limits of Exhibit “A” with additional details and changes depicted on maps and plats recorded in the Currituck County Registry as set out in Exhibit “B”.

History – who first coined the name “Buck Island” is unknown but has long been associated with the developer, George A. “Buck” Thornton, III. The Buck Island Association was formed in 1991 by filing the original Covenants and By-Laws with Currituck County, North Carolina and the Articles of Incorporation with the N.C. Secretary of State. Buck Island was originally envisioned as a “Vacation by the Sea” community consisting of residences, 2nd family vacation homes and fractional ownership units.

Currently – Buck Island has developed into a family vacation destination for owners, renters and other guests. As such, privacy, security and maintenance of property value are the primary objectives of the Association. The Association is managed by a Board of Directors whose duties are described within this Amended and Restated Declaration. There are no set percentages for rental, 2nd home or permanent residence owners. Rentals arrangements are between owners and a property manager of their choice. Community management, enforcement of regulations, security and community property is the responsibility of the Board and/or a management company hired by the Board. There are no portions of Buck Island platted for fractional ownership units.

Article II
Property Rights

Section 1. General. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

(a) this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association;

(b) the right of the Association to limit the number of guests, and to adopt rules regulating the use and enjoyment of the Common Area;

(c) the right of the Board to suspend the right of an Owner to use the Common Area (i) for any period during which any charge against such Owner remains delinquent for more than thirty (30) days unless otherwise provided by a resolution of the Board, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of, the Declaration, By-Laws, or rules of the Association after notice and a hearing pursuant to the Article III, C, Section 6 of the By-Laws;

(d) the right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area pursuant to Article XIII, Section 5, hereof;

(e) the right of the Association to charge reasonable admission or other fees for the use of any facility situated upon the Common Area and to designate Limited Common Areas for the exclusive use of one or more but less than all of the Owners;

(f) the right of the Board to permit non-Member use of any facility situated within the Area of Common Responsibility upon payment of use fees established by the Board; and

(g) the right of the Association, acting through the Board, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Any Owner may delegate his or her right of use and enjoyment in the Common Areas to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Home shall be deemed to have delegated all such rights to the lessee.

Article III

Membership and Voting Rights

Section 1. Membership. Every Owner, as defined in Article I, shall be deemed to have a membership in the Association.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Home owned. In the event an Owner is more than (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of an Owner which is a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

Section 2. Voting. Members shall be entitled to one (1) equal vote for each Home owned, provided, however, where more than one Person holds an interest in any Home, all such Persons shall be members. The vote for such Home shall be as they determine but in no event shall more than one vote be cast with respect to any Home.

Section 3. Neighborhoods. As defined in Article I Section 19.

Every Home shall be located within a Neighborhood. The Home within a particular Neighborhood may be subject to additional covenants. Each Neighborhood may elect a Neighborhood Committee, to represent the interests of Owners of Homes in such Neighborhood.

Each Neighborhood may request that the Association provide a higher level of service or special services for the benefit of Homes in such Neighborhood upon the affirmative vote, written consent, or a combination thereof of a majority of Owners within the Neighborhood. In such event, upon approval of the Board, the Association shall provide the requested services. The cost of such services shall be assessed against each Home within such Neighborhood.

Article IV Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, all landscaping and other flora, structures, and improvements, including all private streets, well fields, ponds, lakes, ocean access walkways, sunning decks, gazebos situated upon the Common Area and any community use recreational facility.

Except as otherwise specifically provided in Article X, Section 3 or by Supplemental Declaration, all costs associated with maintenance, repair and replacement of the area of Common Responsibility shall be a Common Expense to be allocated among all Homes.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the Public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Section 2. Owner's Responsibility. Except as may be provided in a Supplemental Declaration, each Owner shall maintain his or her Home and all structures, parking areas and other improvements comprising the Home in a manner consistent with the Community-Wide Standard and all applicable covenants. Owners assigned Limited Common Areas are responsible for maintenance of those areas.

Article V

Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be in an amount specified by the Board, in its sole discretion, but not to exceed an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board also shall obtain a public liability policy covering the Area of Common Responsibility, insuring the Association and its Members for all damage or injury caused by negligence of the Association, any of its Members or agents, or contractors while acting on behalf of the Association. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar combined single limit.

Premiums for all insurance obtained by the Association shall be Common Expenses of the Association and shall be included in the Common Assessment, as defined in Article I hereof and as more particularly described in Article X, Section 1, hereof. The policies may contain a reasonable deductible, and, in the case of property insurance, the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the amount specified by the Board. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be in the name of the Association in accordance with North Carolina law and governed by the following provisions:

(a) All policies shall be written with a company authorized to do business in North Carolina.

(b) All policies on the Area of Common Responsibility shall be for the benefit of the Association and its Members.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) The Association shall arrange for an annual review of the insurance policies by one or more qualified persons.

(f) The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the conduct of any owner, director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(iv) a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(v) a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers liability coverage, if reasonably available, and flood insurance, if reasonably necessary and reasonably available. The Board may also obtain a fidelity bond or bonds on Directors, officers, employees and other Persons handling or responsible for the Association's funds, if reasonably available. The amount of fidelity coverage shall be determined in the Board's best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance. Each Owner, by virtue of taking title to a Home, covenants and agrees with all other Owners and with the Association that such Owner shall carry personal liability insurance and blanket "all-risk" property insurance on the Home and structures constructed thereon providing full replacement cost coverage (less a reasonable deductible). The Owner shall provide written evidence of the insurance coverage to the Board of Directors within a reasonable time after receipt of the policy as requested by the Board. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Home, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. Such Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, such Owner may decide not to rebuild or to reconstruct, in which case such Owner shall clear all debris and shall continue to maintain such lot in a neat and attractive condition consistent with the Community-Wide Standard.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties, structures, or other property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties, structures, or other property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Common Area shall be repaired or

reconstructed unless the Board of Directors decides within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or a Home shall not be repaired or reconstructed, or shall be only partially repaired or reconstructed, and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

Section 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, or partially repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as authorized and determined by the Board. In the event the damage or destruction is repaired or reconstructed, any proceeds remaining after defraying such costs or repair or reconstruction shall be retained by and for the benefit of the Association.

Section 5. Repair and Reconstruction. If the damage or destruction for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Owners, levy a special assessment against all Owners on the same basis as provided for Common Assessments; provided, however, if the damage or destruction is to a Home, only the Owner(s) in that Home shall be subject to such special assessment.

Article VI **No Partition**

Except as is permitted in this Declaration or amendments thereto, there shall be no judicial partition unless the Properties or such portion thereof have been removed from the provisions of the Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VII **Condemnation**

Whenever all or any part of the Common Area shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available or in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the provisions in Article V hereof regarding the disbursement of funds and the repair or reconstruction of property in respect to casualty damage and destruction which is to be repaired shall apply.

If the taking does not involve any improvements of the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the board of Directors of the Association shall determine.

Article VIII

Annexation and Withdrawal of Property

- Section 1. No Annexation will be permitted.
- Section 2. Withdrawal of property will not be permitted.
- Section 3. Deleted.
- Section 4. Deleted.
- Section 5. Deleted.
- Section 6. Deleted.

Article IX

Rights and Obligations of the Association

Section 1 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment and common landscaped areas), and shall keep them in good, clean, attractive, and sanitary condition and consistent with the Community-Wide Standard.

Section 2 Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, may accept any real or personal property, leasehold, or other property interests.

Section 3 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by the Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use any facilities on the Common Area. The board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

The Association, through the Board, by contract or other agreement, shall have the right to enforce county ordinances and to permit Currituck County, North Carolina, to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5 Deleted.

Article X Assessments

Section 1 Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in Section 7 of this Article. There shall be three (3) types of assessments: (a) Common Assessments to fund Common Expenses for the benefit of all Members of the Association; (b) Individual Home Assessments as described in Section 3 below; and (c) Special Assessments as described in Section 4 below. Each Owner, by acceptance of a deed for any portion of the Properties is deemed to covenant and agree to pay these assessments. Assessments shall be levied on all Homes as provided herein.

Common Assessments shall be levied on all Homes in accordance with the property type and building design. Each levy amount will be determined at the time of application for construction to the Architectural Review Committee.

Individual Home Assessments shall be levied against all Homes in accordance with Section 3 below. Special Assessments shall be levied as provided in Section 4 below.

All assessments, together with interest (at a rate not to exceed the highest rate allowed by North Carolina law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Home against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Home at the time the assessment arose.

The Association shall, upon demand at any time, furnish to an Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Home. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless the Board otherwise provides, the Assessment shall be paid, in monthly installments by automatic bank draft, in the manner directed by the Board. Each Owner, by acceptance of a deed to his or her Home acknowledges that all Common Assessments levied hereunder are annual assessments due and payable in advance on the first day of the fiscal year; provided, the Board may permit assessment to be paid in installments. If any Owner is delinquent in paying any assessments or other charges levied on this Home, the Board may revoke the privilege of paying in installments and require annual assessments to be paid in full immediately.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including by way of illustration and not limitation, by non-use of Common Areas or abandonment of the use of a Home. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. Computation of Assessments.

It shall be the duty

of the Board, at least sixty (60) days before the beginning of any fiscal year, to prepare a budget covering the estimated Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared as provided in Section 6 of this Article.

The Common Assessment to be levied against each Home for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted Common Expenses, including reserves. In determining the amount of the Common Assessment, the Board, in its discretion, may consider other sources of funds available to the Association.

The Board shall determine the amount of the Common Assessment to be levied against each Home for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the Members by Members representing at least a majority of the total membership vote in the Association.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 3. Individual Home Assessments

The Board of Directors shall have the power specifically to assess Homes in its discretion, as it shall deem appropriate, as follows:

(a) Expenses of the Association (1) that are incurred upon the request of the Owner for special items or services, or (2) that are incurred by the Association pursuant to this Declaration, a Supplemental Declaration or the By-Laws for providing specific items or services. Such expenses may benefit less than all of the Homes, and may include, without limitation, repairs and maintenance of any ocean access walkways, sunning decks, and gazebos, serving only one (1) or more but less than all, Homes, and may be specifically assessed equitably among Homes which are benefited according to the benefit received.

(b) Expenses of the Association caused by the act or omission to act of specific Owners, their family, guests, or invitees may be specifically assessed against the Homes whose Owner, family, guests or invitees caused the Association to incur such expenses.

(c) Expenses of the Association which significantly disproportionately

benefit all Homes may be assessed equitably among all homes according to the benefit received.

(d) An individual paint fund for each property will be maintained, funded and distributed according to parameters determined by the Board of Directors. Individual paint funds are considered assets of the individual property and may only be distributed for exterior paint expenditures within six (6) months after completion of the work. Said paint funds shall not be distributable to an owner upon the sale of Owner's Home.

At the time that the budget for Common Expenses is prepared and distributed in accordance with Section 2 above, the Board shall determine Individual Home Assessments applicable to Homes for that fiscal year.

Failure of the Board to exercise its authority hereunder shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority hereunder in the future with respect to any expenses of the Association, including without limitation, an expense for which the Board has not previously exercised its authority hereunder.

For purposes of this Section, non-use by an Owner of the Common Area, any common facility, or any item which is budgeted as a Common Expense, shall not constitute a significantly disproportionate benefit to all Homes or a benefit to less than all Homes, unless such non-use of the Common Area, common facilities, or budgeted Common Expenses is determined by the Board of Directors to result in an identifiable, calculable reduction to the cost to the Association.

Section 4 Special Assessments.

(a) Membership. The Board may levy Special Assessments from time to time without Member approval.

(b) Less Than All Members. The Association through the Board, may levy a Special Assessment against any Member individually and against such Member's Home to reimburse the Association for cost incurred in bringing a Member and his Home into compliance with the provision of the Declaration, any amendments thereto, the Articles, the By-Laws, or the Association rules, to cover the costs of any special services or supplies, and to cover costs to repair any damage to the Home which are necessitated by any intentional or negligent act or omission to act by such Owner, his or her family, guests, or invitees.

Section 5 Lien for Assessments. Upon recording of a Claim of Lien on any Home there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other

levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien, when delinquent may be enforced by suit, judgment, and foreclosure pursuant to and in accord with Chapter 45 of the North Carolina General Statutes.

The Association, acting on behalf of the Owners, shall have the power to bid for the Home at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

Section 6 Reserve Budget and Capital Contribution. The Board of Directors shall annually prepare a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association as shown on the budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments as provided in Section 2 of this Article.

Section 7. Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence on the date of property closing. Unless otherwise determined by the Board, assessments shall be paid in monthly installments by automatic bank draft in the manner directed by the Board.

Section 8 Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitation of North Carolina law), and cost (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any property. The sale or transfer of any Property shall not affect the assessment lien. However, the sale or transfer of any property pursuant to the judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such property ownership interest from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a property obtains title pursuant to judicial or non-judicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Property which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from the previous Owners of the property.

Section 9. Deleted.

Section 10 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Common Assessments, Individual Home Assessments, and Special Assessments:

- (a) all Common Area; and
- (b) all property dedicated to and accepted by any governmental authority or public utility.

Article XI Architectural Standards

Section 1 General. No construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs (other than as may be permitted in Article XII, Section 15) shall take place except in strict compliance with this Article, until the requirements below have been fully met, and approval of the appropriate committee has been obtained pursuant to Section 2 below. Unless approved in accordance with this Article, no structure, including, but not limited to fences, porches, patios or decks shall be placed, erected, or installed upon any Property. In no case shall any construction be commenced prior to obtaining all required state and county permits.

Unless otherwise approved by the Architectural Review Committee (“ARC”), all dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or licensed building designer.

This article shall not apply to construction or improvements or modification to the Common Area by on behalf of the Association.

Section 2 Architectural Review Committee. The Board of Directors shall establish the ARC to consist of at least three but not more than five persons. The Board of Directors shall appoint the members of the ARC who shall serve and may be removed at the discretion of the Board of Directors.

Responsibility for administration of the Design Guidelines, as defined below, and review of all applications for construction and modifications under this Article shall handled by the ARC. The members of the ARC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board of Directors. The Board of Directors may establish reasonable fees to be charged by the ARC on

behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application.

The Board of Directors may establish subcommittees as deemed appropriate by the Board. Members of the subcommittees shall be appointed by, and shall serve at the discretion of, the Board of Directors.

Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Home, or to paint the interior of his Home any color desired unless otherwise prohibited by a Supplemental Declaration. However, modifications or alterations to the interior or screened porches, patios, and similar portions of a Home visible from outside the Home shall be subject to approval.

Section 3. Guidelines and Procedures.

The ARC, acting on behalf of the Board of Directors, shall adopt such Design Guidelines at its annual organizational meeting and, thereafter shall have sole and full authority to amend the from time to time without consent of the Owners.

The ARC shall make the Design Guidelines available to Owners, builders, and developers who seek to engage in development of or construction upon all of any portion of the Properties and all such Persons shall conduct their activities in strict accordance with such Design Guidelines. A written document acknowledging receipt of the Design guidelines shall be signed by the appropriate builder prior to commencement of any construction activity.

Any amendments to the Design Guidelines adopted from time to time by the ARC in accordance with this Section shall apply to construction and modifications commenced after the date of such amendment only, and shall not apply to require modifications to or removal of structures previously approved by the ARC once the approved construction or modification has commenced.

The ARC may promulgate from time to time detailed standards and procedures governing its area of responsibility and practice. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials and location of any modification, addition or alteration, shall be submitted to the ARC for approval as to quality of workmanship and design and as to harmony of external design with topography, and finishing grade elevation. However, modifications or alterations to the interior of screened porches, decks, patios, and similar portions of the Home visible from outside the Property shall be subject to approval.

In the event that the ARC fails to approve or disapprove any application within forty-five days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval,

whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the ARC pursuant to Section 5 below.

Section 4. No Waiver of Future Approvals The approval of the ARC of any proposals or plans and specifications or drawings for work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, and specifications, drawings, or matters subsequently or additionally submitted for approval or consent.

Section 5. Variance. The ARC, with concurrence of the Board of Directors, may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to the restrictions set forth in this Declaration; or (c) stop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any government agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 6. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the ARC shall not bear any responsibility for ensuring modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board of Directors, any committee, nor member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Home.

Section 7. Enforcement. Any construction, alteration, or other work done in violation of the Article shall be deemed to be nonconforming. Upon written request from the Board, Owners shall at their own cost and expense, remove such construction, alteration, or other work and shall restore the Property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Home and collected as a Special Assessment rate pursuant to Article X, Section 4(b) hereof.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

Section 8. Grievance procedure. Any disapproved request of the ARC may be reviewed by the Executive Committee of the Board of Directors if requested in writing by the applicant. Results of the review may be to uphold the decision of the ARC or override. The applicant will be notified in writing within ten (10) working days of applicant's request to the Board.

Article XII Use Restrictions

The Properties shall be used for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association) consistent with this Declaration and amendments hereto. Any Supplemental Declaration may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and power to enforce such standards.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners, occupants, invitees and licensees

Section 1. Signs. No sign of any kind shall be erected within the Properties without the written consent of the board of Directors, except entry signs, directional signs, and signs showing the name of a home. If permission is granted to any Person to erect a sign within the Properties, the Board reserves the right to restrict the size, color, lettering, and placement of such sign. The Board of Directors shall have the right to erect signs as they, in their discretion, deem appropriate.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Vehicles shall be parked only in the garages or in the driveways, if any, serving the Homes or in appropriate spaces or designated

areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. The Board may designate certain on street parking areas for visitors or guests subject to reasonable rules.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designated for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camp trailers, boats and other properties, if any, designated by the Board are prohibited. Stored vehicles and vehicles which are either obviously inoperative or do not have current operating licenses shall not be permitted on the Properties. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for three consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Home or the common area. In addition, vehicles and equipment owned or leased by Association may be parked within the Properties as necessary for carrying out construction within the Properties, servicing a Home or the Common Area, or other purposes as determined by the Board. Any vehicle parked in violation of this section or parking rules promulgated by the Board may be towed in accordance with Article III, C, Section 6 of the By-Laws.

Section 3. Occupants Bound. All provisions of this Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of Owners. Each Owner shall cause all occupants of his or her home to comply with the Declarations, By-Laws, and the rules and regulations adopted pursuant thereto. Each Owner shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants are fully liable and may be sanctioned for any violation of the Declaration, By-Laws and of any rules -and regulations or use restrict pursuant thereto.

Section 4. Animals and Pets. No livestock, poultry, or animals of any kind, including, exotic pets, except usual and common household pets, shall be raised bred, or kept on any portion of the Properties.

Section 5. Quiet Enjoyment. No portions of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or

serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, garbage or household refuse shall be permitted within the Properties.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition within the Home. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

Section 7. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus of unsightly or unusual size may be constructed on the property without approval of the ARC and Board of Directors.

Section 8. Basketball Equipment, Clotheslines, Garbage Cans, Tanks, Etc.
All basketball hoops and backboards, clotheslines, garbage cans, above-ground storage tanks, mechanical equipment, and other similar items within Homes shall be located or screened so as to be concealed from view of neighboring Homes, streets, and property located adjacent to the Property. No open fires shall be permitted in any Home or any portion of the Properties except in properly constructed fireplaces or grilling devices. Such open fires or remaining hot embers may only be permitted when under continuous observation of a fully cognizant adult of twenty-one (21) years of age or older. All rubbish, trash, and garbage shall be stored in appropriate containers approved pursuant to Article XI hereof and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon.

Section 9, Subdivision of Homes. No Home shall be physically subdivided or its boundary lines changed, except with the prior written approval of the ARC and the Board of Directors of the Association.

Section 10, Firearms. The possession and discharge of firearms within the Properties shall be in conformance with, then effective, United States, North Carolina and Currituck County ordinances. No person under age 21 years of age may discharge any type of weapon in Buck Island.

Section 11. Pools. Pools may only be constructed after review and approval of the ARC and in compliance with all applicable local building code permits.

Section 12. Irrigation and Wells. Sprinkler or irrigation systems for private homesite lots are the responsibility of the Owners. Common area irrigation is the responsibility of the Association. Any irrigation supplied by pond water is subject to prior approval of the ARC as further regulated by the Board of Directors. Private wells are prohibited.

Section 13. Tents, Trailers and Temporary Structures. Except as may be permitted by the ARC and the Board, no tent, trailer or temporary structure may be erected.

Section 14. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. Only the Association through its Board of Directors may obstruct or rechannel the drainage flows or alter location and installation of drainage swales, storm sewers, or storm drains. The Association reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic tanks are prohibited on the Properties.

Section 15. Tree Removal. Except as may be permitted by the ARC, no trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XI of this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required by the committee having jurisdiction to replace the removed tree with one (1) or more trees of the same size and number, and in such locations, as such committee may determine necessary, in its sole discretion.

Section 16. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain on any portion of the Properties where they would create a traffic or sight problem.

Section 17. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 18. Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Home.

Section 19. Lighting. All exterior lighting must be approved in accordance with Article XI of this Declaration.

Section 20. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation, exterior sculpture, fountains, and similar items shall be permitted on the exterior of any structure or portion of the Properties, except as approved by the ARC and the Board.

Section 21. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on the exterior of any Home unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC pursuant to Article XI hereof.

Section 22. Wetlands and Water Bodies. All wetlands, ponds, and streams within the Properties, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted without the prior written approval of the Board of Directors. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of wetlands, ponds, or streams within the Properties. No docks, piers, or other structures shall be constructed on or over any body of water within the Properties, except such as may be constructed by the Association.

The Association through its Board of Directors shall have sole power to establish and regulate the use of ponds, lakes, and other bodies of water within the Properties, including, without limitation, bodies of water located within the boundaries of platted lots on which Homes are constructed, and to construct docks, piers, and other structures on and over such bodies of water. There shall be an easement on and over the Properties, including, without limitation, over all ponds, lakes, and other bodies of water within the Properties, as necessary on behalf of the Association for access to and from, use and construction deemed necessary on such bodies of water.

Section 23. Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 24. Business Use. No garage sale, moving sale, rummage sale or similar activity, and no trade or business that requires uninvited visits to the property from outside the community may be conducted in or from any Home. Questions of appropriate business activity shall be referred to the Board.

Section 25. On-Site Fuel Storage. Except with prior written approval from the Board, no large quantity of combustible materials shall be permitted on any

part of the Properties. Propane for gas grills must be in an approved container within the service life labeled on the container. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment and for operation of other equipment located within the Area of Common Responsibility.

Section 26. Leasing of Homes.

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Home for 60 or more consecutive days by any person or persons other than the Owner for which the Owner receives any consideration of benefit, including, but not limited to a fee, service, gratuity, or emolument. Contracts with rental companies for vacation season rentals for periods of 60 days or less are not considered leases.

(b) Leasing Provisions.

(i) General. All leases shall be in writing in the form approved by the Board. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner no less than ten (10) days prior to the execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws and rules and regulations of the Association. The Board may adopt reasonable rules regulating leasing and subleasing. No property in the Buck Island Community will be leased, sub-let, rented or utilized as a part of any counseling or rehabilitation program or service. Half-way houses are not permitted in any form.

(ii) Compliance with Declaration, By-Laws and Rules and Regulations.

Each Owner shall cause all occupants of his or her Home to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto. Each Owner shall be responsible for all violations and loss to the Properties caused by such occupants, notwithstanding the fact that such occupants are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 27. Laws and Ordinances. Every Owner and occupant of any Home, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, however, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 28. Occupancy. The maximum aggregate number of occupants in a Home shall be limited to a number equal to the number of bedrooms located within the Home multiplied by two (2). The Board shall have the authority to

adopt and to enforce additional rules regarding occupancy of a Home.

The Board or its designee may enforce this provision by requiring the removal of or removing from a Home any person or persons so that this provision is no longer violated, or by fining Owners in accordance with the Declaration and By-Laws.

Article XIII General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or any Owner of property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless amended as set out in Section 2 of this Article XIII.

Section 2. Amendment. This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven (67%) percent of the total owner votes in the Association. Any amendment to be effective must be recorded in the Office of the Register of Deeds of Currituck County, North Carolina.

Section 3. Indemnification. The Association shall indemnify every officer, director, committee member, and managing agent against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, committee member, or managing agent in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, committee member, or managing agent. The officers, directors, committee members, and managing agent shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. Officers, directors, and managing agents shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer, director, and managing agent free and harmless against any and all liabilities to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or managing agent, or former officer, director, committee member, or managing agent may be entitled. The Association shall, as part of the Common Expenses, maintain adequate general liability and officers' and directors' liability insurance to fund this

obligation, if such insurance is reasonably available.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Home and such portion or portions of the Common Area as are adjacent thereto and between adjacent Homes due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Home and the adjacent portion of the Common Area or as between said adjacent Homes, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of or with the knowledge and consent of, an Owner, occupant, or the Association.

Section 5. Easements for Utilities, Etc. There is hereby reserved unto the Association and the designees of each (which may include, without limitation, Currituck County, North Carolina, and any utility), blanket easements upon, across, over, and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, controlled access and similar systems, roads, walkways, pathways, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity; provided, however, the exercise of this easement shall not unreasonably interfere with the use of any Home and, except in an emergency, entry into any Home shall be made after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier easements across all Homes and the Common Area for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to Currituck County, North Carolina or to any other local state, or federal government entity.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 7. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Home for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Association rules, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner then entitled to occupy the Home. This right of entry shall include the right of the Association to enter a Home to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 9. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the Members. This section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens) or to collect damages or reimbursement in matters of fraud, embezzlement or other criminal activity by an employee, Board Member or other person, (b) the imposition and collection of assessments as provided in Article X hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage votes and pursuant to the same procedures necessary to institute proceedings as provided above.

Section 10. Deleted.

Section 11. Use of the Words "Buck Island." Owners may use the terms "Buck Island" in printed or promotional matter where such term is used solely to specify that particular property is located within the Properties and the Association shall be entitled to use the words "Buck Island" in its name. Any conflict of usage will be resolved by the Board.

Section 12. Compliance. Every Owner of any interest in any Home and any occupants thereof shall comply with all lawful provisions of this Declaration, the By-Laws and rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by the aggrieved Owner or Owners.

Section 13. Notice of Sale or Transfer of Title. Except as otherwise provided by a Supplemental Declaration, in the event that any Owner desires to sell or otherwise transfer title to his or her Home, such Owner shall give the Board of Directors written notice of the name and address of the Listing Agent in order to provide for access for Seller and Buyer representative agents. When a contract has been approved the Selling Owner shall provide the Board with the name(s) of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require.

Section 14. Security. The Board of Directors will establish procedures to maximize physical security for Buck Island Community Common Areas and Owner properties. The Board may establish or construct mechanical system(s) to limit access to the Property to owners and invited guests. When deemed appropriate the Board may contract for manned security services that may include but are not limited to guard(s) and active patrols. Individual Owners shall remain responsible for their homes, grounds and appearances.

The Association shall not in any way be considered insurer or guarantor of security within the properties, however; and the Association shall not be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners of any interest in any Home and any Occupants thereof, Tenants, Guests and Invitees of any Owner, as applicable, acknowledge that the Association and its Board of Directors and the appropriate architectural committee do not represent or warrant that any fire protection system, burglar alarm system or other controlled access system designated or installed according to guidelines established by the Association or the appropriate architectural committee may not be compromised or circumvented, that any fire protection or burglar alarm systems or other controlled access systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that fire protection or burglar alarm systems or other controlled access systems will in all cases provide the detection or protection for which the system is designed or intended.

Each owner of any interest in any Home and any Occupants thereof, and each Tenant, Guest and Invitee of an Owner, as applicable, acknowledges and understands that the Association, its Board of Directors and Committees are not insurers and that each Owner and Occupant, and each Tenant, Guest and Invitee of any Owner assumes all risks for loss or damage to Persons, to Homes

and to the contents of Homes and further acknowledges that the Association, its Board of Directors and committees have made no representations or warranties nor has any Owner, Occupant, Tenant, Guest or Invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and burglar alarm systems or other controlled access systems recommended or installed or any other security measures undertaken within the properties.

Article XIV
Mortgagee Provisions.

The following provisions are for the benefit of holders of first Mortgages on Homes in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Home to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to information concerning condemnation or casualty loss assessment delinquency or other proposed actions if same are reasonably available.

IN WITNESS WHEREOF, Buck Island Association, Inc., pursuant to the affirmative vote of not less than sixty-seven percent (67%) of the total membership votes in the Association, has executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Buck Island, the day and year first above written.

Buck Island Association, Inc.

By: _____
Anthony Manning, President

State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that Anthony Manning personally came before me this day and acknowledged that he is the President of Buck Island Association, Inc., a North Carolina corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

(Affix Seal)

Notary's Printed or Typed Name

EXHIBIT “C”

TO THE

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS**

FOR

BUCK ISLAND

**AMENDED AND RESTATED
BY—LAWS**

OF

BUCK ISLAND ASSOCIATION, INC.

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AMENDED AND RESTATED
BY-LAWS
Of
BUCK ISLAND ASSOCIATION, INC.

Article I Name, Principal Office and Definitions

Section 1. NAME. The name of the Association shall be Buck Island Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the State of North Carolina shall be located in Currituck County. The Association may have such other offices, either within or outside the development as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these Amended and Restated By-Laws (hereinafter "Bylaws") shall have meanings set forth in that Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Buck Island (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association membership consists of the Owners of Homes of the Buck Island P.U.D. Each Home shall have one Association vote, as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Voting Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. Meetings shall be of the Voting Membership of the Association. Regular annual meetings shall be set by the Board so as to occur at least ninety (90) but not more than one hundred twenty (120) days before the close of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members

representing at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, 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.

Section 5. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Voting members shall be delivered, either personally, by mail or electronically to each Voting member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the voting Member at his address as it appears on the records of the Association, with postage thereon prepaid, hand delivery or by electronic delivery to an email address provided by the owner.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a voting Member or his proxy shall be deemed a waiver by such Voting Member of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place of reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum.

Section 8. Voting. The voting rights of the Members shall be set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, dated and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her interest in a Home, or upon receipt of notice by the Secretary or the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of (11) months from the date of the proxy.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or represented by proxy, of the Voting Members representing ten percent (10%) of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book of resolutions adopted at the meeting, as well as a record of all transactions at the meeting.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Voting Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

Article III Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote.

The Directors shall be Members or spouses of such Members; provided however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, the person designated in writing to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. Deleted.

Section 3. Deleted.

Section 4. Number of Directors. The number if directors in the Association shall be no more than seven (7) nor less than three (3).

Section 5. Nomination of Directors. Directors shall be nominated by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Voting Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. Nominations for each slate of Directors shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

Section 6. Election and Term of Office. The procedure for electing directors at each annual meeting shall be as follows: Directors shall be elected only by voting Members. Directors shall be elected to serve for a term of two (2) years. Each Member shall be entitled to cast all votes attributable to his or her Home. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected shall hold office until their respective successors have been elected and qualified by the Association. Directors may be elected to serve any number of consecutive terms.

Section 7. Removal of Directors and Vacancies. Any director elected by the Voting Members may be removed, with cause, by the vote of Voting Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by Members who has three(3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days or who contracts to list for sale or actually conveys his last remaining Home may be removed by a majority of the directors present at a regular or special

meeting at which a quorum is present, and a successor may be appointed by the remaining Board to fill the vacancy for the remainder of the term. In the event of the death, disability or resignation of a director, a vacancy may be declared by the remaining Board, and it may appoint a successor by majority vote.

B. Meetings.

Section 1. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the board.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by approved electronic means, charges prepaid, or email. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic means shall be delivered, telephoned, or transmitted at least seventy-two (72) hours before the time set for the meeting.

Section 4. Waiver of Notice. The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to the holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Compensation. Directors shall not receive any compensation from the Association except any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 7. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall cause a record of the minutes of all meetings of the Board of Directors to be maintained, recording in a minute book all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 8. Open Meetings. Subject to the provisions of Section 16 of this Article, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 9. Action Without A Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

Section 10. Telephonic Participation. One or more directors may participate in and vote during any regular or special meeting of the Board 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. Those directors participating by telephone or similar means shall be counted for quorum purposes. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

C. Powers and Duties.

Section 1. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparation and adoption, in accordance with Article X of the Declaration, of annual budgets in which there shall be established the contribution(s) of each Owner to the Common Area or individual property Expenses;

(b) making assessments to defray the common expenses and special expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessments; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Owner's share of common expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month by automatic bank draft in the manner directed by the Board;

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(d) designating, hiring and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Area of Common Responsibility, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Area of Common Responsibility in accord and with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these By-Laws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owner's concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- (m) making available to any prospective purchaser of a Home, any Owner, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Properties and all other books, records, and financial statements of the Association; and
- (n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

Section 2. Management The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision and approval, all of the powers and responsibilities of the Board of Directors under these By-Laws.

Section 3. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) cash accounts of the Association shall not be commingled with any other accounts of another entity managed by the managing agent;
- (b) no remuneration shall be accepted by the managing agent from vendors independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;
- (c) any financial or other interest which the managing agent may have in any firm providing goods to the Association shall be disclosed promptly to the Board of Directors;
- (d) financial reports shall be prepared monthly and forwarded to the Board at least quarterly containing:

- (i) an income statement reflecting all income and expense activity for the preceding period on a cash or an accrual basis as directed by the Board;
- (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
- (iii) a variance report reflecting the status of all accounts in an “actual” versus “approved” budget format;
- (iv) a balance sheet as of the last day of the preceding period;
- (v) delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent [any assessment of installment thereof shall be considered to be delinquent the fifteenth (15th) day following the due date unless otherwise determined by the Board of Directors]; and
- (g) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet and (2) an operating (income) statement. The annual report referred to above shall be prepared by an independent public accountant as determined by the Board.

Section 4. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Members of the Association.

Section 5. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions.

Section 6. Enforcement. The Board shall have the power to impose reasonable fines, which may result in a lien upon the property and to suspend an Owner’s right to vote or person’s right to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder. In the event that any occupant, guest or invitee of an Owner violates the Declaration, By-Laws or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be

imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the office, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. The Board of Directors is the final authority after which there is no appeal.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred by the Association.

Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors for two year terms. In alternate years four (4) and three (3) Board Members stand for

election/re-election. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. A vote of 2/3 of the remaining Boards members is required for removal. The Member being considered for removal will not be afforded a vote and may not be present for balloting.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by the resolution of the Board of Directors.

Article V Committees

General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee 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. Committee Members shall be appointed by the President unless otherwise stated in these By-Laws.

Section 1. Executive Committee. The Buck Island Home Owner's Association incorporated in North Carolina as the Buck Island Association, Inc., Board of Directors may establish an Executive Committee. If established, it is to be comprised of the following Board of Directors members: the President, the Treasurer and the Secretary or as the Board directs.

Section 2. Architectural Review Committee. The Buck Island Home Owner's Association will maintain an Architectural Review Committee and provide guidance for its operations. It is formed of three (3) to five (5) homeowner members of the HOA membership and a member of the Property Management staff, if such exists.

Section 3. Financial Committee. The Buck Island Home Owner's Association will establish a Financial Committee. It is composed of the Treasurer, one other Board member and a publicly licensed accountant.

Section 4. Social Committee. The Buck Island Home Owner's Association may establish a Social Committee. It is sponsored by the President and formed of the number of members that the Committee Chairman deems appropriate, plus a member of the Property Management staff, if such exists.

Section 5. Additional Special Committees. May be appointed by the President as special needs arise.

Article VI Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules; Conflicts. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with North Carolina law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 3. Deleted.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration, By-Laws, and Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board (except as to closed session minutes), and committees shall be made available for inspection and copying by any Member of the Association, or by the duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest in a Home at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b). Rules for Inspection. The Board shall establish reasonable

rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if delivered by United States mail, first class postage prepaid or approved electronic means:

(a) if to a Member, at the postal service or electronic address which the Member has designated in writing and filed with the Secretary.

(b) if to the Association, the Board of Directors, or managing agent, at the principal office of the Association or the managing agent, if any, or at such other addresses as shall be designated in writing to the Members pursuant to this Section.

Section 6. Amendment. The Board of Directors may unilaterally amend these By-Laws at any time and from time to time if such amendment is:

(a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; or

(b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Homes.

Thereafter and otherwise, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of sixty-seven (67%) percent of the total votes in the Association. Any amendment to be effective must be recorded in the public records of Currituck County, North Carolina.

If an Owner consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Buck Island Association, Inc., a North Carolina nonprofit corporation;

That the foregoing Amended and Restated By-Laws constitute the By-Laws of said Association as duly adopted at a meeting of the Board of Directors thereof pursuant to the affirmative vote of not less than sixty-seven percent (67%) of the total membership at a special meeting held on the _____ day of _____, 20__.

- SECRETARY'S NOTE
1. The original document was certified by G. Alden Thornton, Secretary, on 10 April 1991
 2. The document was registered on April 12 a991 and recorded in Book 284 page 288 by Charlene Dowdy and Nancy Sanderlin

Following overview of changes is provided for ease of reading and brevity.

Overview of Rules, Covenants, By-Laws and changes

Declaration of Covenants, Conditions, and Restrictions for Buck Island
4/10/1991

- Book 284 Page 288 to 357
1. Supplemental Declaration of Covenants, Conditions and Restrictions
4/10/1991
for Buck Island (Establishes Lots 59-79 as the "Fractional Ownership Neighborhood")
Book 284 page 358 to 371
 2. First Amendment to the Declaration of Covenants, Conditions, and
4/10/1991
Restrictions for Buck Island
(Replaces old plat with new Exhibit "A", allows common walls)
Book 313 page 670 to 676
 3. Declaration of Withdrawal of Plat Recorded for Lots 7 - 17
9/21/1992
(establishes Charleston Place neighborhood from old lots)
Book 306 page 414 to 416
 4. Second Supplemental Declaration of Covenants, Conditions and
11/24/1992
Restrictions for Buck Island
(Rules for Charleston Place Townhouse Neighborhood)
Book 313 page 677 to 685
 5. First Amendment to Second Supplemental Declaration of Covenants,
2/1.1/1993
Conditions and Restrictions for Buck Island
(Definition allows "common wall rules in Charleston Place — Duplexes)
Book 452 page 513 to 514
 6. Supplemental Declaration of Covenants, Conditions and Restrictions
6/02/1993
for Buck Island (Changes "Fractional Ownership Neighborhood" lots 59-79 to
"Vacation Homesite Neighborhood")
Book 319 page 828 to 831

7. Third Supplemental Declaration of Covenants, Conditions and
Restrictions for Buck Island 11/04/1994
(Lots 41-51 Added to Vacation homesite Neighborhood)
Book 350 page 864 to 866
8. Fourth Supplemental Declaration of Covenants, Conditions and
Restrictions for Buck island 7/13/1998
(Lots 21, 22, 90&91 Added to Vacation homesite Neighborhood)
Book 441 page 365 to367
9. Second Amendment to Second Supplemental Declaration of
Covenants, Conditions and Restrictions for Buck Island 4/14/2004
(Defines boundary limits for Charleston Place townhouses. A/C pads and
Pools part of owner's property vice common area)
Book 771 page 580 to 583

EXHIBIT "A"

That certain tract or parcel of land lying in Poplar Branch Township, Currituck County, North Carolina, and bounded as follows: On the South by the now or formerly James E. Johnson, Jr. property, "Whalehead Parcel B" as described in Deed dated March 6, 1984, recorded in Deed Book 193, Page 901, Currituck County Registry, plat attached thereto, and "Crown Point at Ocean Sands" as shown and delineated on a plat recorded in Plat Cabinet D, Slides 136-138, Currituck County Registry; on the East by the mean high water mark of the Atlantic Ocean; on the North by the southern margin of Albacore Street (60 foot right of way) and the easterly extension of the said Albacore Street to the mean high water mark of the Atlantic Ocean; and on the West by the Eastern margin of N.C. 12 (100 foot right of way); formerly known as Ocean Trail. Said tract or parcel is more particularly described as follows:

BEGINNING AT A POINT marked by a found concrete monument situated on the Eastern margin of N.C. Highway 12 (100 foot right of way) formerly known as Ocean Trail, which beginning point is located at the Northwest corner of the property designated as "Whalehead Parcel B" in that deed from Whalehead Properties to James E. Johnson, Jr., dated March 6, 1984 and recorded in Deed Book 193, Page 901, Currituck County Registry, and which beginning point and concrete monument is further located South 16° 56' 01" East a distance of 711.56 feet as measured along the Eastern margin of N.C. 12 from a found iron pipe located at the Southeastern intersection of Albacore Street and N.C. 12; from said point of beginning running thence North 16° 56' 01" West along the Eastern margin of said N.C. 12 a distance of 711.56 feet to a found iron pipe located on the Southern margin of Albacore Street, cornering; running thence North 73° 12' 39" East along the southern margin of Albacore Street an its easterly extension thereof 2,258.75 feet to a found iron pipe, said found iron pipe being located at the mean high water mark of the Atlantic Ocean; running thence along the said mean high water mark of the Atlantic Ocean South 18° 22' 08" East 1,478.18 feet to a set iron rod, cornering; running thence North 88° 20' 55" West 1,156.87 feet to a found concrete monument, cornering; running thence North 16° 55' 04" West 402.82 feet to a found concrete monument, cornering; running thence South 73° 04' 54" West 1,119.34 feet to a found concrete monument located on the eastern margin of N.C. 12, BEING THE POINT AND PLACE OF BEGINNING.

EXHIBIT "B"

1. Unit 1, Phase 1, Charleston Place as shown in Plat Cabinet E, Slide 58, Currituck County Registry.
2. Unit 2, Phase 1, Charleston Place as shown in Plat Cabinet I, Slide 308, Currituck County Registry.
3. Unit 3, Phase 1, Charleston Place as shown in Plat Cabinet L, Slide 67, Currituck County Registry.
4. Unit 4, Phase 1, Charleston Place as shown in Plat Cabinet F, Slide 375, Currituck County Registry.
5. Units 5, 6 & 7, Phase 1, Charleston Place as shown in Plat Cabinet E, Slide 293, Currituck County Registry.
6. Units 8, 9 & 11, Phase 1, Charleston Place as shown in Plat Cabinet G, Slide 76, Currituck County Registry.
7. Unit 10, Phase 1, Charleston Place as shown in Plat Cabinet E, Slide 394, Currituck County Registry.
8. Units 12, 13, 14, 18 & 25, Phase 2, Charleston Place as shown in Plat Cabinet F, Slide 357, Currituck County Registry.
9. Units 15, 16, 17 & 19, Phase 2, Charleston Place as shown in Plat Cabinet C-2, Slide 307, Currituck County Registry.
10. Units 20, 21, 23 & 24, Phase 2, Charleston Place as shown in Plat Cabinet G, Slide 58, Currituck County Registry.
11. Unit 22, Phase 2, Charleston Place as shown in Plat Cabinet G, Slide 285, Currituck County Registry.
12. Units 26A & 26B, Phase 2, Charleston Place as shown in Plat Cabinet G, Slide 266, Currituck County Registry.
13. Units 27, 28, 29, 30 & 31, Phase 2, Charleston Place as shown in Plat Cabinet H, Slide 181, Currituck County Registry.
14. Lots 1 through 6, Ranger Section, Windsor Phase, Lots 18, 19, 20 & 23 through 28, Apollo Section, Windsor Phase, Lots 29 through 40, Mercury Section, Windsor Phase, Lots 41 through 51, Galileo Section, Windsor Phase, Lots 52 through 57, Columbia Section, Windsor Phase, Lots 59 through 64 and Lots 67 through 77, Voyager Section, Windsor Phase, as shown in Plat Cabinet D, Slides 245 through 253, Currituck County Registry.
15. Lots 21, 22, 90 & 91, Apollo Section, Windsor Phase, as shown in Plat Cabinet F, Slide 294, Currituck County Registry.
16. Lot 58, Columbia Section, Windsor Phase, as shown in Plat Cabinet F, Slide 97, Currituck County Registry.
17. Lots 65 & 66, Voyager Section, Windsor Phase, as shown in Plat Cabinet F, Slide 92, Currituck County Registry.
18. Lots 78A and 79A, Voyager Section, Windsor Phase, as shown in Plat Cabinet F, Slide 199, Currituck County Registry.
19. Lots 80 through 87, Columbia Section, Windsor Phase, as shown in Plat Cabinet E, Slide 10, Currituck County Registry.
20. Lots 88 & 89, Columbia Section, Windsor Phase, as shown in Plat Cabinet E, Slide 295, Currituck County Registry.