



FILE # 1551467

FOR REGISTRATION REGISTER OF DEEDS

Jerry T. Hardesty  
Carteret County, NC  
August 24, 2016 02:50:46 PM  
MARY ADMT 8 P  
FEE: \$26.00  
FILE # 1551467

**NORTH CAROLINA, CARTERET COUNTY**  
This instrument and this certificate are duly filed at  
the date and time and in the Book and Page shown  
on the first page hereof.

Jerry T. Hardesty, Register of Deeds  
By Mary Adams  
Asst. Deputy, Register of Deeds

✓ Robert Blewins

AMENDMENT OF BYLAWS  
OF  
WHITE OAK BLUFF HOME OWNERS ASSOCIATION, INC.

I. IDENTITY

These are the Bylaws of WHITE OAK BLUFF HOME OWNERS ASSOCIATION, INC., a non-profit corporation organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter called "The Association"), which has been organized for the purpose of maintaining the private access and the "private park" areas of White Oak Bluff Subdivision.

- (a) The provisions of these Bylaws are expressly subject to the effect of the terms, provisions, conditions, and authorizations contained in the Articles of Incorporation of the Restrictions of White Oak Bluff Home Owners Association. The terms and provisions of said Articles of Incorporation and said Declaration shall be controlling whenever the same may be in conflict with these Bylaws.
- (b) All present and future lot owners, tenants, or any other person who might use the access or the "private park" areas in any manner, are subject to the regulations set forth in these Bylaws.
- (c) The office of the Association shall be at a location designated by the Board of Directors.
- (d) The fiscal year of the Association shall be the calendar year.
- (e) The seal of the Association shall bear the name of the Association and the word "North Carolina."
- (f) There shall be no dividends or profits paid to any members nor shall any part of the income of the Association be distributed to its Board of Directors. In the event there are

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any excess receipts over disbursements, such excess shall be applied against future expenses.

This Association shall issue no shares of stock of any kind or nature whatsoever. Membership in the Association shall be by ownership of a lot or lots in White Oak Bluff Subdivision.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

- (a) All persons, firms, partnerships, corporations or other legal entity who are owners of lots in White Oak Bluff Subdivision shall be members of this Association. Such membership shall automatically terminate when such person or entity is no longer the owner of such lot and membership shall be limited to such owners.
- (b) The quorum at members' meetings shall consist of 17 owners.
- (c) There is one vote per lot that may be cast by members on any issue.
- (d) Votes may be cast in person or by proxy. Proxies must be filed with the Board of Directors before the appointed time of the lot owner meeting.
- (e) Approval or disapproval of a lot owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who casts the vote of such lot owner if in an Association meeting.
- (f) Except where otherwise required under the provisions of the Charter of the Association, these Bylaws, or where the same may otherwise be required by law, the affirmative vote of a plurality of lot owners at any duly called members' meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

- (a) The annual members' meeting shall be held at the office of the Association or such other place as may be designated by the Board of Directors, at a time to be designated by the Board of Directors, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members.
- (b) Special members' meetings shall be held whenever called by a majority of the Board of Directors, and shall be called by the Board upon receipt of written requests from members of the Association representing 17 or more of the lot owners.
- (c) Notice of all members' meetings, regular or special, shall be served, not less than ten (10) days nor more than sixty (60) days, prior to the date set for such meeting, which notice shall be mailed, emailed or personally served upon each member within said time. If personally served, receipt of such notice shall be signed by the member, indicating the date such notice was received. If mailed, such notice shall be deemed properly served when deposited in the United States mails addressed to the member at his/her post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be certified by the affidavit of the person serving notice. Any

member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

4. BOARD OF DIRECTORS

- (a) The elected Board of Directors of the Association, shall consist of three (3) persons, all serving for two (2) years. The Board of Directors shall be members of the Association.
- (b) Election of directors shall be conducted in the following manner:
  - i) Election shall be by a plurality of the votes cast at the annual meeting of the members of the Association.
  - ii) Vacancies in the Board of Directors shall be filled for the balance of the unexpired term of the Director(s) being replaced, by the remaining directors.
  - iii) In the election of directors, there shall be appurtenant to each lot as many votes for directors as there are directors to be elected; provided, however that no member or lot owner may cast more than one vote for any person nominated as director. Cumulative voting is prohibited.
- (c) The organizational meeting of newly elected Board of Directors shall be held within ten (10) days of its election, at such time and at such place as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum is present.
- (d) At Board of Directors' meetings, the Board shall elect a chairman, secretary and treasurer to hold office until the next meeting.
- (e) 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. Notice of regular meetings shall be served upon each director, personally or by mail, telephone or email at least three (3) days prior to the day named for such meeting, unless notice is waived. Notwithstanding anything contained in these Bylaws to the contrary, any meeting of members or directors may be held at any place within or without the State of North Carolina of which notice is waived by any person otherwise entitled thereto at, during or after any such meeting. Upon approval by a majority of directors, a regular or special meeting of the Board may be held by conference call.
- (f) Special meetings of the Board of Directors may be called by the Chairman or by the Secretary at the written request of one-third (1/3) of the votes of the Directors. Not less than three (3) days notice of a meeting shall be given to each director, personally, or by mail, telephone or email, which notice shall state the time, place and purpose of the meeting.

- (g) Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.
- (h) A quorum at a directors meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors.
- (i) Directors shall serve without compensation, save reimbursement for out-of-pocket expenses incurred in the ordinary conduct of Association affairs.
- (j) The Board of Directors shall manage and direct the affairs of the Association and subject to any restrictions imposed by law, by the Declaration of Covenants, Reservations and Restrictions of White Oak Bluff Home Owners Association, or these Bylaws, may exercise all the powers of the Association subject only to approval by the lot owners when such is specifically required by these Bylaws. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Declaration or these Bylaws, or as it may deem necessary or appropriate in the exercise of its powers and shall include, without limiting the generality of the foregoing, the following:
  - i) To prepare a budget, make, levy and collect assessments against members and members' lots to defray the cost of providing the services and maintaining and improving the properties, which are the responsibilities of the Association, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association. The Board shall not budget, commit, or obligate funds for any project or set of projects that exceed the Association's existing funds on hand without a membership meeting which approves, by the majority vote, the envisioned project and its costs.
  - ii) To carry out the maintenance, care, upkeep, repair, replacement, operation, surveillance and the management of the "private parks" and private access of White Oak Bluff Home Owners Association wherever the same is required to be done and accomplished by the Association for the benefit of its members.
  - iii) To carry out the reconstruction of improvements after casualty and the further improvement of the property, real and personal;
  - iv) To make and amend regulations governing the use of the "private parks" and access of White Oak Bluff Home Owners Association.
  - v) To enforce by legal means the provisions of the Declaration of Covenants, Reservations and Restriction of White Oak Bluff Home Owners Association and of the Bylaws of the Association.
  - vi) To pay all taxes and assessments which are liens against the "private parks" and access of White Oak Bluff Home Owners Association; and

- vii) Have any power granted to a North Carolina non-profit corporation under Chapter 55A of the North Carolina General Statutes and/or under the Planned Community Act, Chapter 47F, of the North Carolina General Statutes
- (k) Directors may be removed from office in the manner provided by law for the removal of directors of non-profit North Carolina corporations.

5. FISCAL MANAGEMENT

- (a) An assessment roll shall be maintained in a set of accounting books in which there shall be an account for each lot. Such an account shall designate the name and address of the lot owner, the amount of each assessment against the lot owner, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.
- (b) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the function of the Association.
- (c) The Board of Directors shall determine the method of payment of such assessments, the due dates thereof and shall notify the members of the same.
- (d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by the Secretary, Treasurer or persons designated by the Board of Directors.

6. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the legal authorities of the State of North Carolina.

7. AMENDMENTS TO BYLAWS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

- (a) Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the directors, or by members of the Association owning a majority of the total lots in the Subdivision, whether meeting as members or by instrument in writing signed by them.
- (b) Upon any amendment of amendments to these Bylaws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the Chairman of the Board, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by said Chairman of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting.

- (c) In order for such amendment or amendments to become effective, the same must be approved by at least 83 affirmative votes (subject to any applicable laws requiring a greater majority). Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the Chairman and Secretary of the Board within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the directors and members.
- (d) At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

8. INSURANCE

The Board of Directors shall obtain and maintain liability insurance on the "private parks" and private access areas in an amount deemed sufficient by said Board.

9. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

To provide the funds necessary for operation and management, the said Association has heretofore been granted the right to make, levy and collect assessments, special assessments, fines, dues, and costs, including reasonable attorney's fees, against the owners of all lots and against the lots themselves. In furtherance of said grant of authority to the Association to make, levy and collect assessments, special assessments, fines, dues, and costs, including reasonable attorney's fees to pay the costs and expenses for the operation and management, the following provisions shall be operative, to wit:

- (a) The assessment shall be payable in annual, quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of the Association.
- (b) The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the project, shall include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability.
- (c) The payment of any assessment or installment thereof due to the Association shall be in default if such assessment, or any installment thereof, is not paid to the Association, on or before the due dates for such payment. In the event any assessment or installment is not paid within thirty (30) days after its due date, the Association through its Board of Directors, may proceed to enforce and collect the said assessments, special assessments, fines, dues, and costs, including reasonable attorney's fees against the lot owner owing the same in any manner provided for by North Carolina law concerning collections and enforcement, including the right of foreclosure and sale. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at the highest rate allowed by North Carolina law.

- (d) The owner of each lot shall be personally liable to the Association for the payment of all assessments, special assessments, fines, dues, and costs, including reasonable attorney's fees which may be levied by the Association while such party or parties are lot owners. In the event that any lot owner is in default in payment of any assessment or installment thereof owed to the Association, such lot owner shall be personally liable for penalties and/or interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and penalties and/or interest thereon, including a reasonable attorney's fee, whether suit be brought or not.
- (e) Recognizing that the necessity for providing proper operation and management entails the continuing payment of costs and expenses therefor, which results in a benefit to all of the lot owners, and that the payment of such expense is necessary in order to preserve and protect the investment of the lot owners, the Association is hereby granted a lien upon each lot, which lien shall secure and does secure the monies due for all assessments, special assessments, fines, dues, and costs, including reasonable attorney's fees now and hereafter levied against the lot owner, which lien shall also secure penalties and/or interest, if any, which may be due on the amount of any delinquent assessments, special assessments, fines, dues, and costs, including reasonable attorney's fees, owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said lot. The lien granted to the Association may be foreclosed in the same manner as mortgages may be foreclosed in the State of North Carolina.
- (f) The lien herein granted to the Association shall be effective from and after the time of recording in the public records of Carteret County, North Carolina, a claim of lien stating the description of the lot encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall include only assessments, special assessments, fines, dues, and costs, including reasonable attorney's fees which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed, and verified by the Chairman of the Board or an agent of the Association. Upon full payment of all sums secured by such claims of lien, the same shall be satisfied of record. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage encumbering the lot.

In the event that any person, firm or corporation shall acquire title to any lot by virtue of any foreclosure, judicial sale or deed in lieu of foreclosure, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments, special assessments, fines, dues, and costs, including reasonable attorney's fees as shall accrue and become due and payable for said lot subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments, special assessments, fines, dues, and costs, including reasonable attorney's fees which were in default and delinquent at the time it acquired such title.

- (g) Whenever any lot may be sold by the owner thereof, the Association upon written request of the owner of such lot shall furnish to the proposed purchaser a statement verifying the status of payment of any assessment which shall be due and payable to the Association on said lot. Such statement shall be executed by any director of the

Association or an authorized agent of the board of directors and any purchaser may rely upon such statement in concluding the proposed purchase transaction, and the Association shall be bound by such statement.

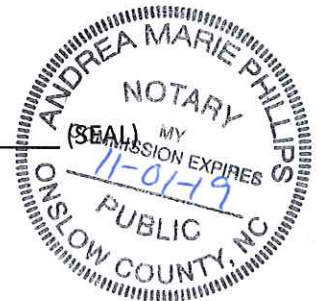
In any voluntary conveyance of a lot (other than a deed in lieu of foreclosure as set forth above), the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments, special assessments, fines, dues, and costs, including reasonable attorney's fees against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

The Amendment set forth above was approved by a majority of the members of The White Oak Bluff Subdivision Section One Owners Association, Inc. members on the 12<sup>th</sup> day of August, 2016 with a quorum being present.

THE WHITE OAK BLUFF  
HOME OWNERS ASSOCIATION, INC.

23 AUG 2016  
DATED

Fred Jelinek  
Fred Jelinek  
Board President



North Carolina  
Carteret County

I, Andrea Marie Phillips, a Notary Public for said County and State, do hereby certify that Fred Jelinek personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 23 day of August, 2016.

Andrea Marie Phillips  
Notary Public

My commission expires November 01, 2019.

