

BRIGANDS' BAY

HOMEOWNERS ASSOCIATION

BY-LAWS

OF

BRIGANDS' BAY HOMEOWNERS' ASSOCIATION

Revised November 28, 2003

ARTICLE I

Definitions

The following terms as used in these By—Laws are defined as follows:

- (a) Brigands' Bay Homeowners' Association, hereinafter referred to as the "Association", means and refers to the Association of Owners of properties of the community.
- (b) "Board" means the Board of Directors of the Association.
- (c) "By—Laws" means the By—Laws of the Association.
- (d) "Development" means Brigands' Bay Subdivision.
- (e) "Lot" means any lot or parcel within the Development.
- (f) "Owner" means and refers to any person who purchases or otherwise acquires title to any lot.

ARTICLE II

Purpose

Section 1. To foster and advance matters deemed to be in the best interests of the members of the Association.

Section 2. To establish and maintain high community standards.

ARTICLE III

Membership

Section 1. Member. Each Owner shall, by reason of ownership, become a Member of the Association. There shall be one voting Member for each Lot regardless of the number of persons who may have ownership interest in such Lot. The voting Member shall be designated in writing, if requested, by the Board.

Section 2. Suspension of Privileges of Membership.

1. The Board may suspend the Member's voting privileges for:

- (a) Non-payment of dues. Member's voting privileges shall be automatically reinstated upon satisfactory payment of dues.

ARTICLE IV

Meetings of Members

Section 1. Place of Meeting. Any meeting of the members of the Association shall be held in Hatteras Township, Dare County, North Carolina, at such place therein as may be stated in the notice of such meeting.

Section 2. The Annual Meeting. The Annual Meeting of the Association shall be held on the Friday/Saturday/Sunday following Thanksgiving each year commencing with the year 2003.

Section 3. Special Meetings of the Association. Special meetings of the Association may be called by the Board at any time in the manner herein provided. A special meeting may also be called upon the written petition of twenty—five percent (25%) of the members of the Association who would have the right to vote at such special meeting. Such petition shall set forth the purpose of the special meeting.

Section 4. Notice of Meetings of the Association. Written notice of the place, date, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be posted not less than ten (10) days nor more than forty (40) days before the date of the meeting, either personally, by e-mail or by USPS mail, to each person entitled to vote at such meeting

Section 5. Quorum. A quorum at either a special meeting or the Annual Meeting shall be ten percent (10%) of the members entitled to vote at such meeting in person or by proxy. The vote of a majority of the votes entitled to be cast at any meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members, unless a greater proportion is required by law.

Section 6. Proxies. Every member entitled to vote shall have the right to do so either in person or by written proxy executed by such member. Proxy shall be valid for one meeting only.

ARTICLE V

The Directors

Section 1. Powers. The Board shall:

- (a) Manage and control the affairs of the Association.
- (b) Designate a banking institution as depository for the Association's funds; and the officers authorized to make withdrawals and to execute obligations on behalf of the Association.
- (c) Conduct meetings using Robert's Rules of Order Revised as a guide.
- (d) The Board shall develop an operating budget for the fiscal year (1 January through 30 December) and present the budget for approval at the Annual Meeting. Upon the adoption and approval of the budget, the Board shall be bound by the same and shall not authorize expenditures which may exceed the total amount budgeted by more than fifteen percent (15%) without having called a special meeting of the Association to approve such variation. Any expenditure requiring a special assessment over and above the \$20.00 annual membership dues fee as a source of income shall require a vote of all voting members. All ballots requesting votes on a special assessment must be returned to the BBHA Board of Directors on or before twenty days from the date of the ballot. Any special assessment ballot not returned or returned after the twenty day period shall be considered as an abstention. A quorum for the passing of a special assessment shall be by 51% affirmative vote of returned, eligible ballots.
- (e) The Board of Directors may appoint committees of the Association.

Section 2. Number of Directors. The number of the Directors shall be seven (7). During annual elections, members shall vote to replace directors.

Section 3. Term. The elected Directors will serve for a term of two (2) years with three directors being elected in each even year (2004, 2006, 2008 .) and four Directors being elected in each odd year (2005, 2007, 2009...). Current and newly elected directors will hold a directors' meeting within ten days following elections to elect officers amongst themselves.

Section 4. Election of Directors.

(a) Between the first and fifteenth day of October of each year any member in good standing may file with the Secretary of the Association a Statement of Candidacy and Biography (not more than 150 words) signed by 5 Members in good standing. The Secretary of the Association shall include Statement of Candidacy and Biography for each candidate in the Annual Meeting notice.

(b) Election of Directors shall be by written ballot that:

1. Describe the vacancy to be filled; and,
2. Set forth the names of those persons who have become candidates for the Office of Director.

(c) Each member entitled to vote shall be sent one (1) ballot for each Lot for which he is the voting member at least 20 days prior to the Annual Meeting.

(d) The completed ballots shall be returned to the Secretary at least 10 days prior to the Annual Meeting.

(e) An Election Committee consisting of the Secretary and the then existing Board shall count the ballots.

(f) The Election Committee shall certify the results of the count at the Annual Meeting.

(g) Terms of office of the Directors so elected shall commence 1 January following the Annual Meeting.

Section 6. Removal of Directors. A Director may be removed by the Board for failure to attend scheduled meetings and/or dereliction of duties. Board must have a recorded vote to remove a Director. Removed Director may appeal decision to the general membership at the next scheduled Annual or Special Meeting.

Section 7. Meetings of the Board of Directors. The Board shall meet at least quarterly. Special meetings of the Board may be called by the President or by a majority of the Board and shall be held at such place in Hatteras Township as the call or notice of the meeting shall designate. Notice of a special meeting

may be given in writing or orally at least twenty-four (24) hours prior to the date of the special meeting. After adoption of a resolution setting forth the times of regular meetings, no notice of such meetings shall be required, or waived, but notice of special meetings of the Board shall be given.

Section 8. Action Without Meeting. Any action, which may be taken at a meeting of the Board, may be taken without a meeting if authorized in writing signed by all of the Directors who would be entitled to vote upon said action at a meeting, and filed with the Secretary of the Association.

Section 9. Quorum. A majority of the Directors shall constitute a quorum to transact business of the Board, and the act of the majority of the Directors present at any meeting shall be deemed to be the act of the Board.

Section 10. Vacancies. If any vacancy exists on the Board, the vacancy shall be filled by the remaining Directors, even though those remaining directors might be less than a quorum. Any person so elected a Director shall serve out the remaining term of the Director whom he has replaced.

ARTICLE VI

The Officers

Section 1. Officers. The officers of the Association shall be the President, the Vice President, the Secretary, the Treasurer, and such other officers and assistant officers as the Board may from time to time elect. Current and newly elected directors will hold a directors' meeting within ten days following elections to elect officers amongst themselves. Elected officers shall serve at the will of the Board for one year periods.

Section 2. President. A President shall be the executive officer of the Association and shall preside over all meetings of the Association. He shall conduct the affairs of the Association in accordance with these By-Laws and those policies promulgated by the Board of Directors. He shall be responsible for the preparation of a full and true report for the current fiscal year and present to the Members at the Annual Meeting.

Section 3. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President is empowered to act and shall thereupon be vested with the powers and duties of the President.

Section 4. Secretary. The Secretary of the Association shall keep the minutes of the business and other matters transacted at the meetings of the Members and of the Board. He/She shall mail, or cause to be mailed, all notices required under the By-Laws. He/She shall have the custody of the corporate seal and records and maintain a list of the members and their addresses and perform all other duties incident to the office of Secretary. The Secretary may appoint Recording and Correspondence Assistants.

Section 5. Treasurer. The Treasurer shall have custody of the funds of the Association, collect monies due, pay the obligations of the Association, and perform such other duties as are incident to the office of Treasurer. All checks shall be signed by the Treasurer and countersigned by the President or the Vice President, in the absence of the President.

Section 6. Removal of Officers. Any officers may be removed when, in the judgment of the Board, the best interest of the Association will be served by such removal.

ARTICLE VII

Distribution of Assets After Termination

Section 1. No member of this Association shall have, as an individual, any interest in or title to the assets of Brigands' Bay Homeowners' Association, and such assets shall be devoted exclusively to the purposes of the Association.

Section 2. In the event of dissolution or other termination of this Association, all of its assets shall be assigned to an institution that qualifies for tax exemption (under the Internal Revenue Code) as selected by the Board of Directors.

ARTICLE VIII

Indemnification of Directors, Officers and Employees

Any person who is involved without his/her consent in any legal action due to the fact that he/she is or was a Director, officer or employee of the Association shall be indemnified by the Association against all expenses reasonably incurred by him/her in connection with or resulting from such legal action. Such expenses shall also include amounts paid by him/her with the consent of the Association acting through its Board of Directors in reasonable settlement of such actions except for those matters as to which it shall be determined that such person was derelict in the performance of his/her duties to the Association. This right of indemnification shall apply to matters arising both before and after the time of adoption of this By-Law and shall not exclude any other legal right of indemnification to which such person may be entitled.

ARTICLE VIII

Amendments

These By-Laws may be amended in any regular or special meeting of the Association, provided that the call for the meeting contains in full the proposed amendment. The amendment may be revised during the meeting provided the amendments are germane. An affirmative vote of a majority of the members present and voting shall be required to carry the amendment, provided at least ten percent (10%) of the members eligible to vote at said meeting are present either in person or by proxy.

BRIGANDS' BAY

HOMEOWNERS ASSOCIATION

PROTECTIVE COVENANTS

BRIGANDS' BAY DEVELOPMENT

Brigands' Bay Developers, Inc. does by this instrument declare and make known the following covenants and restrictions which are to run with the land hereinabove designated and shall be binding upon all parties and persons claiming under them:

1. That the fee simple title to the streets, roads, lands, canals, private areas shown on said plats hereinabove designated as "Brigands' Bay" is reserved unto the Declarant for the use and benefit of itself, its successors and assigns; and an easement for the purpose of drainage and (he construction, installation and maintenance of utilities, roads, and for the purpose of ingress and egress to and from the lots and roadways is retained by the Declarant over and upon the ten (10) feet of each parcel of land abutting streets and roadways.

2. No lots shall be used or occupied for the manufacture or sale of any articles or for any commercial purpose of any kind or character whatsoever, or for the carrying on of any business, for a hotel, motel, rooming or boarding house.

3. Lots shall be used exclusively for residential purposes and no more than one residence shall be erected on any of the lots, but when one owner acquires two or more adjoining lots, then and in that event, the adjoining one or more lots may be used as one building site in which event the side line easements referred to herein shall apply to the outside perimeter property line of the combined lots acquired by said one property owner. No lot may be resubdivided without the written joinder of Brigands' Bay Homeowners' Association, Inc., and under no circumstances may a lot be resubdivided for the purpose of creating additional lots.

4. No structure of a temporary character, including but not limiting thereto, trailer of any kind, tent, shack, garage, barn, or other outbuilding shall be used or allowed on any lot at any time either temporarily or permanently, except such temporary structures as may be necessary for the storage of materials or the convenience of workmen during the erection of residences upon said lands, and such temporary structures as may be required by Declarant during the period of development and sales, No temporary structure provided for the Storage of materials or the convenience of workmen shall be used on any lot at any time as a residence either temporarily or permanently.

5. In order to preserve a desirable beauty and to protect purchasers of this property from having undesirable types of architecture placed on abutting properties with the consequent depreciation to the whole, no residence, improvements or alterations on said premises shall be constructed or started until the construction plans and specifications and a plan showing the location of the structure on the lot have been submitted in writing and approved by Brigands' Bay Homeowners' Association, Inc., its successors or assigns, and evidenced by the approved copy of such plans and specifications left in the permanent possession of the Brigands' Bay Homeowners' Association, Inc. Any additions to such premises, including fencing, will require like additional approval.

6. Brigands' Bay Homeowners' Association, Inc., is hereby designated to approve the design and construction of all bulkheads constructed on any lot fronting on water or canals.

7. The ground floor of a residence, exclusive of porches and garages, shall not be less than 600 square feet for a one-story dwelling, or less than 500 square feet for a dwelling of more than one story.

8. The exterior of any residence or other improvement or alteration must be completed within six (6) months of the commencement of construction of said residence, alteration or improvement in accordance with the construction plans and specifications as approved by Brigands' Bay Homeowners' Association, Inc.

9. No structure shall be used at any time either temporarily or permanently as a residence until the exterior is completed in accordance with Paragraph 8 above and all sanitary facilities are fully operative.

10. No lot may be used as a street, lane, way or easement over which access might be obtained to adjacent properties (whether within or without "Brigands' Bay") without the specific written consent of Brigands' Bay Homeowners' Association, Inc.

11. No sign of any kind shall be displayed on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by Declarant to advertise lot sales in the development.

12. No noxious or offensive activity shall be carried on upon a lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or any household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

14. All service utilities, fuel tanks, woodpiles and trash and garbage accumulations are to be enclosed within a fence or wall of a type and size approved by the Brigands' Bay Homeowners' Association, Inc., so as to preclude the same from causing an unsightly view from any highway, street, or way within the subdivision, or from any other residence within the subdivision.

15. All wells and toilet and sewage units installed upon said property shall be in accord with the rules and regulations of the North Carolina Department of Health, and shall be located upon said lands in positions approved by the Brigands' Bay Homeowners' Association, Inc. and said Health Department. No outside toilets will be permitted under any circumstances.

16. All buildings, structures and appurtenances shall be maintained in a suitable state of repair; and in event of destruction by fire or other casualty, premises are to be cleared and debris removed within 90 days from date of casualty.

17. Walls and fences shall be ornamental in character and may not extend into a front yard any further than the front setback line of the house.

18. No structure or pier shall be erected or placed on any lot fronting on water which extends beyond the property line into said water.

19. No building or structure, including porches, shall be erected or placed on any lot closer than eight (8) feet from the side line of such lot, nor closer than twenty (20) feet from any street or road shown on the referenced plat. For the purposes of this paragraph, the side yard of any lot is that portion of the lot immediately adjacent to the property line defining the longer dimension of the lot.

20. Enforcement of these covenants may be by the Declarant or any owner in the subdivision, either for equitable restraint against the violation thereof, or at law for damages by virtue of such violation, and the invalidation of any one of the conditions and restrictions shall in no wise affect any other of such provisions, all of which shall remain in full force and effect,

21. The Declarant does hereby assign and transfer those rights of approval heretofore reserved unto itself on lots which may have been heretofore conveyed prior to this Amended Declaration of Protective Covenants to Brigands' Bay Homeowners' Association, Inc., its successors and assigns.

22. The foregoing conditions, reservations, easements and restrictions shall run with the land and be binding upon all purchasers of sites in said subdivision covered by these restrictions and upon all persons claiming under them until January 1, 1990, at which time the said conditions, reservations, easements, and restrictions shall automatically be extended for further successive periods of ten (10) years each unless, by vote of the then owners of record of a majority of the sites shown on said plat acting by and through the Brigands' Bay Homeowners' Association, Inc.; it is agreed, on or before such expiration dates, to change the said conditions, reservations, easements, and restrictions, in whole or in part. The Declarant does hereby agree that only owners of those lots which have passed from Declarant's control shall be eligible to vote on matters coming within the purview of this paragraph. Lots owned by Declarant shall not be eligible to vote.

BRIGANDS' BAY

HOMEOWNERS ASSOCIATION

Frisco, North Carolina

Announcement! Annual Meeting - First Baptist Church, 10am Nov 19, 2011

About Us

- [Directory](#)
- [Local Sites](#)
- [The Cora Tree](#)
- [Newsletters](#)

Back Office

- [Board of Directors](#)
- [Budget & Dues](#)
- [Minutes](#)
- [By-Laws](#)
- [Covenants](#)
- [Articles of Incorporation](#)

Welcome to Brigandsbay.org

Brigands' Bay Subdivision was created by the Brigands' Bay Developers, Inc. in the early 1960s. Brigands' Bay is located on the Pamlico Sound in Frisco, North Carolina with over 300 properties; most are either Canal Front or Sound Front. It is a great subdivision for walking, bicycling, kayaking, windsurfing, crabbing, fishing, watching gorgeous sunsets and boating on the Pamlico Sound. Brigands Bay is governed by (1) Articles of Incorporation, (2) Protective Covenants and (3) By-Laws. The organization is called the Brigands Bay Homeowners Association (BBHA). There is a seven (7) member Board of Directors that looks to guiding the Subdivision. Annual budgets and membership dues are set by the Board of Directors and approved by current property owners at an annual meeting held at the Cape Hatteras Baptist Church each Friday after Thanksgiving. Board members are elected for two year terms at the annual meetings; four (4) on odd years and three (3) on even years. Within 30 days of the elections, the new board sets and elects its own officers: President, Vice President, Secretary and Treasurer. The board attempts to hold meetings every second month, but stays in contact with each other by E-mail. Anyone wishing to contact the board may do so by E-mail or send letters to: BBHA, P. O. Box 104, Frisco, NC 27936-0104. Annual dues are payable on January 1 of each year and property owners must be current in their dues in order to vote on any issue brought before the membership.



[Click to enlarge photo](#)

BBHA P. O. Box 104, Frisco, NC 27936

Copyright © 2008 Brigands' Bay Homeowners Association

BRIGANDS' BAY

HOMEOWNERS ASSOCIATION

Frisco, North Carolina

[Home](#)

About Us

- [Directory](#)
- [Local Sites](#)
- [The Cora Tree](#)
- [Newsletters](#)

Directory

:: [Brigands' Bay Homeowners Association Directory](#)

[\(click to download PDF format\)](#)

:: **Our mailing address:**

BBHA
PO Box 104
Frisco NC 27936-0104

Back Office

- [Board of Directors](#)
- [Budget & Dues](#)
- [Minutes](#)
- [By-Laws](#)
- [Covenants](#)
- [Articles of Incorporation](#)

Copyright © 2008 Brigands' Bay Homeowners Association

BRIGANDS' BAY

HOMEOWNERS ASSOCIATION

Frisco, North Carolina

[Home](#)

About Us

- [Directory](#)
- [Local Sites](#)
- [The Cora Tree](#)
- [Newsletters](#)

Back Office

- [Board of Directors](#)
- [Budget & Dues](#)
- [Minutes](#)
- [By-Laws](#)
- [Covenants](#)
- [Articles of Incorporation](#)

Board of Directors

BBHA Board Members

Name	Position	E-mail	Home	Mobile	Term (Yrs)
Travis Cullifer	President	tcullifer@charter.net	252-995-6976	252-305-6976	Odd
	Vice President				Odd
Dave Conley	Treasurer	capecouple@charter.net	252-995-3623		Odd
Leslie Pierce	Secretary	lpierce@aol.com	252-995-5874		Even
Irene Nolan	Director	irenen@mindspring.com	252-995-5323		Odd
Willie Morris	Director	willemorris@comcast.net	804-784-3207		Even
Ken Hagemann	Director	kenskat@aol.com	252-995-5464		Even

BBHA2012 Budget

2012 BUDGET

Approved 11/18/2011

Updated 1/26/2012

2012 PROPOSED INCOME
50 x \$20.00

\$1,000.00

Total Income

ACTUAL INCOME
\$480.00

2012 PROPOSED EXPENSES

Post Office Box \$44.00
 Safe Deposit Box \$40.00
 Newsletters/Secretary \$250.00
 Baptist Church - 1 meeting \$100.00
 Block Party \$500.00
 Web Site Support \$150.00
 Street Number Signs 40X\$35=\$1400 \$1,400.00
 Widen Snug Harbor road \$500.00
Total Expenses \$2,984.00

ACTUAL EXPENSES

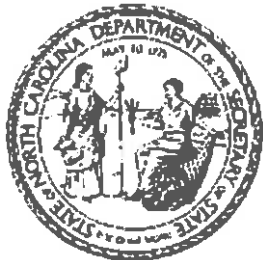
\$40.00 Check
 \$600.00 #1130 #1131 #1132 #1133 #1134
\$640.00

NOTE..Signs are now \$40 each (installed).

BRIGANDS' BAY

HOMEOWNERS ASSOCIATION

State of North Carolina



Department of the Secretary of State

To all to whom these presents shall come, Greeting:

I, Thad Eure, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (5 sheets) to be a true copy of

ARTICLES OF INCORPORATION OF

BRIGANDS' BAY HOMEOWNERS' ASSOCIATION, INC.

and the probates thereon, the original of which was filed in this office on, the 28th day of August 1973 after having been found to conform to law.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.

Done in Office, at Raleigh, this 28th day of August in the year of our Lord 1973.



ARTICLES OF INCORPORATION

of

BRIGANDS' BAY HOMEOWNERS' ASSOCIATION, INC.

A Non-Profit Corporation

We, the undersigned natural persons of the age of eighteen years or more, acting as incorporators for the purpose of creating a non-profit corporation under the laws of the State of North Carolina, as contained in Chapter 55, A, of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act", and the several amendments thereto, do hereby set forth:

ARTICLE ONE

The name of the corporation is Brigands' Bay Homeowners' Association, Inc.

ARTICLE TWO

The period of duration of the corporation shall be perpetual.

ARTICLE THREE

The first meeting of the Corporation, for purposes of organization of the Association will be held within thirty days after receipt by Brigands' Bay Developers, Inc. of notice that it has been granted a Statutory Exemption under the terms of OILSR Paragraph 1710.11.

ARTICLE FOUR

The purposes for which the corporation is organized are:

- a. To implement for its members the provisions of the Declarations of Protective Covenants of Brigands' Bay Developers, Inc., as they apply to that subdivision known as Brigands' Bay situated at Frisco, Dare County, North Carolina, and in particular to represent this corporation in the implementations of the approval provisions of those Declarations of Protective Covenants of Brigands' Bay Developers, Inc., dated June 30, 1966, August 17, 1967, and July 14, 1966, and as amended by a Declaration of Protective Covenant dated January 1, 1973, and duly filed for record in the Public Registry of Dare County, North Carolina.
- b. To associate its members together for their mutual benefit and to that end to operate and maintain recreational areas, piers, canals, docks, tennis courts, swimming pools, and recreational facilities of all types; and to engage in all activities relating thereto, including but not being limited to the acquisition of lands, equipment, buildings, recreational facilities of all types and kinds, and structures to be used for recreational and common purposes, and to maintain and operate the same, and to maintain and operate and improve from time to time as may be necessary in the opinion of its Officers and Board of Directors the common properties of the Association.
- c. To borrow from any source, money, goods, or services without limitation as to amount of corporate indebtedness or liability; and to pledge or mortgage any of its properties as security therefore in any manner permitted by law.
- d. To buy, sell, lease, hold, and exercise all privilege of ownership in and to all real or personal properties as being necessary or convenient for the conduct and operation of business of the corporation or incidental thereto.
- e. To establish reserves and to invest funds thereof in stocks, bonds, and other properties as the Board of Directors may deem satisfactory and for the best interest of the Association.
- f. To make charges and levy assessments in the manners and ways and in accord with the provisions of the Declaration hereinabove referred to and for the uses and purposes herein referred to.
- g. To have and exercise all powers, rights, and privileges, conferred on corporations by the laws of the State of North Carolina, in particular Chapter 55, A, and all rights and powers incidental in carrying out the purposes for which this corporation is formed, except those which are inconsistent with the express provisions of the act under which this corporation is formed.

ARTICLE FIVE

Directors of the corporation shall be elected in the following manner:

Directors shall be elected by the members of the Association at its first regular meeting as provided in the By-Laws and at least annually thereafter and shall serve until their successors are duly elected.

ARTICLE SIX

The address for the initial registered office of the corporation is:

P.O. Box 757

Manteo, Dare Co

North Carolina 27954

The name of the original registered agent at the above address is WALLACE H. McCOWN.

ARTICLE SEVEN

The number of directors of the Association may be fixed by the By-Laws but shall not be less than three.

The number of directors constituting the initial Board of Directors of the Association shall be three and the names and addresses (including street address, and number, if any) of the persons who are to serve as Directors until the first meeting of the Association or until their successors are duly elected and qualified are:

NAME	STREET ADDRESS	CITY OR TOWN
Mr. Bruce A. Goyt	281 Kings Point Drive	Frisco, N.C. 27936
Mr. Harold J. Vetter	426 Treasure Court	Frisco, N. C. 27936
Mr. Wade Rumbold	P. O. Box 56	Frisco, N. C. 27936

ARTICLE EIGHT

The names and addresses, including street and number, if any, of all incorporators are:

NAME	STREET ADDRESS	CITY OR TOWN
Mr. Bruce A. Goyt	281 Kings Point Drive	Frisco, N. C. 27936
Mr. Harold J. Vetter	426 Treasure Court	Frisco, N. C. 27936
Mr. Wade Rumbold	P. O. Box 56	Frisco, N. C. 27936

ARTICLE NINE

In addition to the powers of any corporation under the laws of the State of North Carolina, this Association has full power and authority to:

- a. Admit members who are property owners within the subdivision of Brigands' Bay and in accord with the By-Laws duly adopted by this Association.
- b. The Board of Directors of the Association shall have full power by vote of majority of all the Directors and without the consent or vote of the members of the Association to make, alter, amend, or rescind the By-Laws of this corporation; except that no such amendment, decision, or alteration shall be made which is contra to the Declaration of Protective Covenants and Agreements of Brigands' Bay Developers, Inc., hereinabove recited.

ARTICLE TEN

This corporation shall not engage in any business, trade, avocation, or profession for pecuniary gain or profit nor shall it have any power to issue certificates of stock or declare dividends, and not part of its net earnings or assets shall enure to the benefit of any member, director, or individual except those to be derived from the activities and purposes for which this

corporation was formed. The balance, if any, of all funds and monies received by the corporation from its operation or any other source, after the payment of all debts and obligations of the corporation and the Association of whatever kind and nature, shall be used and distributed exclusively for charitable, scientific, governmental, or educational purposes pursuant to a plan of distribution which shall be adopted by the members of the corporation upon the dissolution or liquidation thereof, and which shall be in accord with the appropriate revenue provisions of the Internal Revenue Service and of the Department of Revenue of the State of North Carolina.

ARTICLE ELEVEN

Membership in this corporation shall not be transferable.

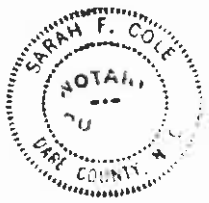
ARTICLE TWELVE

No member who has died, resigned, or otherwise ceased to be a member of the Association shall thereafter have any interest in or claim upon any assets of the Association.

ARTICLE THIRTEEN

Brigands' Bay Developers, Inc. shall not be eligible for membership in the Association. Only members who are owners of lots which have passed from the control of Brigands' Bay Developers, Inc. shall be eligible to vote on matters coming under the jurisdiction of the Association. For purposes of this Article, lots which are- being purchased under Land Contracts ("Conditional Sale Contracts") shall be deemed to have passed from the control of Brigands' Bay Developers, Inc.

IN TESTIMONY WHEREOF, we, the incorporators, have hereunto set our hands and seals this 1st day of January, 1973



• STATE OF NORTH CAROLINA

COUNTY OF DARE

This is to certify that on the 1st day of August, 1973,

before me, a Notary Public, personally appeared Bruce A. Goyt

Harold J. Vetter, and Wade Rumbold

who I am satisfied are the persons named herein and who executed the foregoing articles of incorporation and I have first made known to each of them the contents thereof to certify that each of them did acknowledge that they signed and delivered the same as their voluntary act and deed for the use and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1st day of August 1973.

STATE OF NORTH CAROLINA

COUNTY OF DARE

This is to certify that on the 1st day of August, 1973, before me, a Notary Public, personally appeared Bruce A. Govt, Harold J. Vetter, and Wade Rumbold, who I am satisfied are the persons named herein and who executed the foregoing articles of incorporation and I have first made known to each of them the contents thereof to certify that each of them did acknowledge that they signed and delivered the same as their voluntary act and deed for the use and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official this 1st day of August, 1973.

Notarial Seal

Notary Public

My commission expires: July 7, 1975



About Us

- [Directory](#)
- [Local Sites](#)
- [The Cora Tree](#)
- [Newsletters](#)

Back Office

- [Board of Directors](#)
- [Budget & Dues](#)
- [Minutes](#)
- [By-Laws](#)
- [Covenants](#)
- [Articles of Incorporation](#)

The Cora Tree

The **Legend of the Cora Tree**, as reported in Charles Harry Whedbee's book "Blackbeard's Cup and Stories of the Outer Banks," gave me goose bumps and had me shining my flashlight into the trees and bushes as I walked the dogs late at night. This large tree is located in Brigands' Bay on Snug Harbor Drive. According to the legend, in the early 1700s, a strange woman named Cora showed up and began living in a crude hut in the forest not far from the Cora Tree. Cora lived alone with no one for company but a baby whom she carried with her everywhere. Folks were suspicious of strangers, but left Cora to her own. At some time, they noticed that Cora was usually in the neighborhood just before misfortune struck. A cow she touched went dry, a little boy who mocked her baby got sick and nearly died and fishermen stopped catching fish, but Cora always seemed to have an abundance of fresh fish.

At the same time, the brig *Susan G.*, captained by Eli Blood, who was a longtime resident of Salem, MA, floundered in local waters and Captain Blood and his crew of former slaves from Barbados set up housekeeping and settled in to await word from the owner of the ship. During this period of idleness, Captain Eli determined to find out if the strange woman the islanders described to him was really a witch. There was no tangible proof that Cora was a witch, but then a dead body washed up on a local beach. The body belonged to a local young man and was said to have an expression of "utmost horror" on his face and "his hands were clasped in an attitude of supplication." The digits 666 were burned into his forehead. Small footprints, like those of a woman, were found leading away from the body and into the local woods.

This event is reported to have "set Captain Blood's resolution on fire" and he captured Cora and her child and tested her to determine if she was a witch. Cora was bound and thrown into the sound where she floated in the shallows, face down. After removing Cora from the water, Captain Blood tried to cut her hair, but said he failed to do so because her hair "was tougher than wire rope." The facts that Cora floated rather than sank and that her hair could not be cut were characteristics of a witch. As a final test, he and his crew members pricked their fingers and put droplets of blood into a bowl of water which was stirred until it frothed. Captain Eli then proceeded to read the liquid in the bowl and pronounced that Cora was, indeed, a witch.

Cora was then tied to a large, live oak tree with her baby in her arms and a large pile of dry branches were spread about her feet. At this time, a Captain Tom Smith told Captain Blood that he would not allow the execution of Cora and her child. He would see that civil courts on the mainland handle Cora. Before Captain Blood could reply, the Cora child turned into a huge tawny cat with green eyes and a red mouth and fled into the woods. Too stunned to speak, Captain Blood approached the tree to light fire to the wood when the sky, previously clear and sunny, was covered by a great cloud. A loud clap of thunder sounded and "there flashed a blinding bolt of lightning." The lightning struck the tree to which Cora was tied and a great amount of smoke was created.

"When the smoke cleared, there was no sign of Cora. The ropes were still there around the tree and the dry kindling was still piled, untouched, about its base, but of Cora, no sign. No sign, that is except the split tree and four distinct letters, CORA, freshly burned deep into the heart of the tree."

Even today, if you visit the tree, you can still clearly see those four letters, CORA

