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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.

Joy Lawrence
CARTERET COUNTY 5P
JL Date 01/29/2009 Time 16:24:00
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Joy Lawrence, Register of Deeds
Barbara Cohen
Asst. Deputy, Register of Deeds

✓ Prepared by: Dennis M. Marquardt
NORTH CAROLINA
CARTERET COUNTY

AMENDMENT TO
RESTRICTIVE COVENANTS

THIS AMENDMENT TO RESTRICTIVE COVENANTS made and entered into
effective this 29th day of January, 2009 by:

BLUEWATER ASSOCIATES OF EMERALD ISLE, INC.,

a North Carolina corporation
of Carteret County, North Carolina
(hereinafter called "Developer")

and

**BLUEWATER COVE SUBDIVISION, SECTION THREE
(THE OAKS AT BLUEWATER COVE)**

as the same is recorded in Map Book 31 at Page 649,
in the Carteret County Registry,
present and future property owners therein
(hereinafter called "Property")

WITNESSETH:

THAT WHEREAS the Developer has previously subjected certain property in the
Bluewater Cove Subdivision to the Amended Declaration of Covenants, Restrictions, and
Easements for Bluewater Cove by a filing in Book 923 at Page 684, in the office of the Register
of Deeds of Carteret County, North Carolina; and

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WHEREAS, the Developer has amended said restrictive covenants by filing an amendment in Book 1046, page 183, in the office of the Register of Deeds of Carteret County, North Carolina; and

WHEREAS said Bluewater Cove Subdivision is completed with this development phase being added thereto; and

WHEREAS in the interest of conformity, Developer desires to maintain such Restrictive Covenants in this phase of Bluewater Cove Subdivision.

NOW, THEREFORE in consideration of the covenants set forth herein, passing to themselves and all present and future owners of property in Bluewater Cove Subdivision, and pursuant to the Amended Declaration of Covenants, Restriction, and Easements for Bluewater Cove recorded in Book 923 at Page 684, and as amended in Book 1046, page 183, Carteret County Registry, Developer does hereby make, declare, modify and amend such covenants in manner and form as follows:

1. Paragraph (1) of said Restrictive Covenants referred to above is hereby amended to add and include the following described property as if originally set out therein, and said property is specifically subjected to said Restrictive Covenants with amendments as hereafter set out.

IN WHITE OAK TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA, and being all of BLUEWATER COVE SUBDIVISION, Section Three, The Oaks at Bluewater Cove, as the same is identified and shown on that map prepared by Prestige Land Surveying, P.A., with final date of January 21, 2009, and recorded in Map Book 31 at Page 649, Carteret County Registry.

2. Paragraph 5(c)(i) is amended to reflect the correct annual assessment as follows:

The initial maximum annual assessment shall be \$550.00 per lot. The annual assessment may be increased thereafter without a vote of the membership by an amount not to exceed ten percent (10%) above the maximum assessment for the previous year.

3. Paragraph 5(j) is deleted in its entirety.

4. Paragraph 7(a)(i) is amended as follows:

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All homes within the Subdivision shall be single family residences with a minimum constructed dwelling size of 2,000 square feet of heated space. Notwithstanding the above, the Architectural Control Committee may alter or amend the minimum constructed dwelling size on any lot if it deems the same to be desirable in light of that particular lot's unique quality. Additionally, the minimum constructed dwelling size does not include any garage, heated or non-heated.

5. Paragraph 7(a)(vi) is amended as follows:

All roofs must have a minimum pitch of at least 7/12.

6. Paragraph 7(c) is deleted and the following amendment is substituted as follows:

STORMWATER MANAGEMENT RESTRICTIONS:

- (a) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 990420MOD., as issued by the Division of Water Quality under NCAC 2H.1000.
- (b) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- (c) These covenants are to run with the land and be binding on all persons and parties claiming under them.
- (d) The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- (e) Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
- (f) The maximum built-upon area per lot is 5,500 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right of way between the front lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- (g) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

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- (h) Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.
- (i) Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.
- (j) All roof drains shall terminate at least 30 feet from the mean high water mark.

7. Paragraph 8(f) is amended as follows:

All light bulbs and other lights installed in any fixture located on the exterior of any dwelling building or other structure located on any lot shall be clear, white, or non-frost lights or bulbs. Non-glare lights must be used on piers and docks.

8. Paragraph 8(m) is amended as follows:

All shingles used in the construction of any residence and/or garage storage area shall be of architectural design and must be approved by the Architectural Control Committee; it being understood and agreed that only three (3) colors will be allowed in the Subdivision. In addition to shingle roofs, metal roofs are allowed but must be approved by the Architectural Control Committee.

9. That portion labeled "Common Area and Water Access" on the aforereferenced map which lies East of the East lines of Lots 70, 71 and 72 on said map, South of Lowery Lane on said map, West of a line drawn from the intersection of the South line of Lowery Lane and terminus of White Heron Lane extended to the NE corner of the boat ramp, and South of the South line of the boat ramp shall be restricted in use to daytime parking for Bluewater Cove lot owners and guests of owners, vehicle and boat trailer parking in conjunction with their use of the boat ramp. No overnight vehicle parking, boat trailer or other storage shall be permitted in that area. The area shall be maintained as a well groomed park area with all trash and debris removed and the grass cut regularly. The Association shall make and enforce rules to comply with these restrictions on use.

10. The area labeled "Septic Repair Area and Temporary Boat Storage Area for Phase Three" may be used by Section 3 lot owners for the storage of boats until such time as the Carteret County Health Department or other appropriate government agency deems it necessary to utilize that area for septic system purposes, at which time all boats and boat trailers shall immediately be removed from that area. The existing boat storage area North of Lowery Lane

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utilized by Section 1 and Section 2 owners shall then be expanded to accommodate boat storage for Section 3 owners.

All of the other provisions of the Amended Declaration of Covenants, Restrictions, and Easements for Bluewater Cove as recorded in Book 923, page 684, and as amended in Book 1046, page 183, in the Carteret County Registry are incorporated herewith by reference in the same manner as if set out in full.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals on the day and year first above written.

BLUEWATER ASSOCIATES OF
EMERALD ISLE, INC.

By: Woodrow J. Warren (seal)
Woodrow J. Warren, President

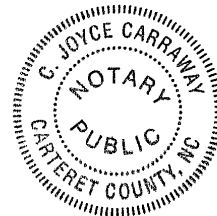
**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

I, a Notary Public of Carteret County, State of North Carolina, do hereby certify that Woodrow J. Warren personally came before me this day and acknowledged that he is President of Bluewater Associates of Emerald Isle, Inc., a North Carolina corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 29th day of January, 2009.

Signature of Notary Public C. Joyce Carraway
Typed/Printed Name of Notary Public: C. Joyce Carraway

My commission expires: April 2, 2011
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