

PREPARED BY: DENNIS M. MARQUARDT, ATTORNEY AT LAW

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

Melanie Arthur 34P  
Carteret County Register of Deeds  
MA Date 11/19/2001 Time 12:15:00  
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**AMENDED  
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS**

**FOR BLUEWATER COVE**

This Declaration of Covenants, Restrictions and Easements made and entered into this 16<sup>th</sup> day of November, 2001, by Bluewater Associates of Emerald Isle, Inc., a North Carolina Corporation, with its principal office in Carteret County, North Carolina, hereinafter called "Declarant".

**W I T N E S S E T H:**

WHEREAS, Declarant is the owner of a certain tract or parcel of land located in White Oak Township, Carteret County, North Carolina, hereinafter known as Bluewater Cove Subdivision or "Subdivision", and containing approximately 43.74 acres, more or less, as the same is shown in that certain plat prepared by Prestige Land Surveying, P.A., dated August 27, 2001, prepared for Bluewater Associates of Emerald Isle, Inc. of record in Map Book 30 at Page 23, Carteret County Registry (the "Plat"), which survey is incorporated herewith by reference as if fully set forth; and

WHEREAS, Declarant has caused to be prepared a plan of development wherein said property referred to hereinabove would be subject to the same Declaration of Covenants, Restrictions and

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Easements, and that these Covenants, Restrictions and Easements shall apply evenly and equally to all Lots developed in Bluewater Cove Subdivision; and

WHEREAS, it is the stated intent of these Covenants, Restrictions, and Easements to promote the following, to-wit:

A. In order to ensure the best and highest possible land use, and the most appropriate development and improvements within the Subdivision;

B. To protect the Owners of the Subdivision Lots against any improper use that might impair or depreciate the value of their property and/or other Lots or property within the subdivision; and

C. To guard against poorly designed or proportioned structures and to ensure against structures being constructed of unsuitable or inferior building materials; and

D. To preserve within the plan or scheme of development, insofar as is practical or feasible, the natural beauty and aesthetic value of the Subdivision; and

E. To promote and ensure that harmonious color schemes exist; and further, in order to expressly forbid any radical, extremely unusual or "garish" color schemes from existing within said Subdivision; and

F. To encourage and secure construction or erection of attractive homes within said Subdivision, with uniform and appropriate positioning of all homes on Lots, and to ensure that

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proper minimum side and front set-backs are maintained; and

G. To ensure that each individual Owner of each Lot shall have one (1) vote in the Association, and that each Lot shall be proportionally responsible for its share of maintenance of any roads, common areas, drainage easements and pier and boat slip maintenance within said Subdivision, said proportion to be determined as stated hereinafter and for those Lots involved, sewage easements and facilities maintenance; and

H. In general, to provide a Subdivision or development for the Owners, wherein they remain assured that their interests will be protected, their investment protected, and that each individual property Owner shall be treated equally and fairly.

NOW, THEREFORE, for the mutual benefit of all Owners and purchasers of Lots within said Subdivision, the Declarant hereby declares that all the Lots shown and designated for development, as hereinafter set forth, shall be held, transferred, owned, sold and conveyed subject to the following Restrictive Covenants and Conditions, to-wit:

1. DEFINITIONS.

(a) "Association" shall mean and refer to BLUEWATER COVE HOMEOWNERS ASSOCIATION, INC., the association of Lot Owners of the BLUEWATER COVE SUBDIVISION

(b) "Common Properties" shall mean and refer to all real property, together with all improvements located thereon,

either owned by the Association for the common use and enjoyment of the Owners of Lots, or designated as "common areas" on any Subdivision plat of any portion of the properties. Declarant reserves the right in its sole discretion to dedicate additional common areas.

(c) "Declarant" shall mean Bluewater Associates of Emerald Isle, Inc., a North Carolina Corporation, with its principal offices in Carteret County, North Carolina, and its successors and assigns to whom they shall make specific written assignment of their rights under the Declaration.

(d) "Lot" shall mean and refer to any numbered plot of land shown on any recorded Subdivision map of any portion of the properties, which numbered Lot is intended to be conveyed for the purpose of allowing construction thereon of a single family home.

(e) "Member" shall mean and refer to the Owner of any Lot within the Subdivision.

(f) "Owner" shall mean and refer to any person, corporation, partnership, association, trust or other legal entity, and any combination thereof who, or which, owns a Lot, including the Declarant, but excluding those having such interest merely as security for performance of an obligation.

(g) "Subdivision" shall mean and refer to all properties encompassed within the perimeter boundary lines of Bluewater Cove Subdivision according to the plat thereof prepared by Prestige Land

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Surveying, P.A., dated AUGUST 27, 2001 recorded in Map Book 30, Page 23, Carteret County Registry, including those areas identified as "Reserved by Owner" which at Declarant's sole discretion may be subdivided into lots and incorporated into this subdivision made subject to this Declaration and have all the rights and obligations of other owners in this subdivision.

2. BLUEWATER COVE HOMEOWNERS ASSOCIATION. INC. In order to further the interest of the Owners and for the efficient preservation of the land values in the Subdivision, the Declarant has caused a non-profit corporation to be created under the General Statutes of North Carolina.

(a) General Power of the Association. The Association shall have all general authority granted to a non-profit corporation organized under Chapter 55A of the North Carolina General Statutes.

(b) Specific Powers of the Association. The Association shall specifically have the power:

(i) to maintain and preserve the Common Properties of the Subdivision;

(ii) to maintain and preserve the streets within the Subdivision;

(iii) to maintain and preserve all walkways, docks and decks located on the Common Properties;

(iv) to enforce this Declaration of Covenants,

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Restriction and Easements;

(v) to collect and disburse the assessments and charges set forth hereinafter and to file liens against the Lots for which dues, assessments and charges are delinquent and to foreclose the same as provided hereinafter.

(c) Membership. Each Owner of a Lot shall be a mandatory Member of the Association and such membership shall be appurtenant to and shall not be separated from the ownership of such Lot.

(d) Voting Rights. The Association shall have two classes of voting membership:

(i) Class A Members shall be Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in a Lot as an Owner, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(ii) Class B Member shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted into Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in Class A membership equals the total votes outstanding in the Class B membership; or

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(b) on January 1, 2005.

3. PROPERTY RIGHTS IN COMMON PROPERTIES. The Common Properties are those designated on the recorded map of the Subdivision, and shall include all other properties, real and personal, as shall be conveyed to the Association in fee, or by easement, or demised to the Association by lease.

(a) Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties, on a non-exclusive basis, which right and easement shall be appurtenant to and shall pass with the title to every Lot; provided, however, the easements created hereunder shall be subject to the following:

(i) the right of the Association to establish reasonable rules and to charge reasonable fees for the use of the Common Properties, any such fees being charged being for the purpose of reimbursing the Association for the cost of maintenance, upkeep, and supervision of said Common Properties;

(ii) the right of the Association to suspend the right of any Owner to use the facilities located on the Common Properties for any period during which an assessment against such Owner's Lot remains unpaid for more than thirty (30) days from the date when due;

(iii) the right of the Association to suspend the right of any Owner to use the facilities located on the Common

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Properties for a period determined by the Board of Directors as a result of a continued infraction of the rules and regulations of the Association relating to the use and enjoyment of the Common Properties after notice thereof to Owner;

(iv) the right of the Association to suspend the right of any Owner to use the facilities located on the Common Properties for the purpose of improving or repairing the same; and

(v) the right of the Association to dedicate or transfer all of any part of the Common Properties to any public agency, authority, or utility for a public purpose.

An Owner shall have the right to delegate in accordance with the By-Laws of the Association such Owner's rights of enjoyment to the Common Properties to the members of such Owner's family, guests, tenants or contract purchasers; subject, however, to the general rules and regulations established from time to time by the Association, which rules may specifically include a limitation on the total number of permitted users relative to any Lot.

(b) Maintenance of Common Properties. All maintenance, repairs, and replacements to the Common Properties, whether located inside or outside of the Lots (unless necessitated by the negligence, misuse or neglect of a Lot Owner, his guest, lessees, employees, servants or invitee, in which case such expense shall be charged to such Lot Owner), shall be made by the Board and shall be

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charged to all Lot Owners as a common expense of the Property.

c) Additional Maintenance Requirements Regarding Stormwater, Sedimentation and Erosion Control: The Subdivision is located on a tract of land bordered by Raymond's Gut and The White Oak River, the waters of which are integral to the value of the lots in the Subdivision. In addition to ordinary maintenance duties affecting such waters, there are State-approved plans for stormwater, sedimentation, and erosion control with which the Association must comply in the Subdivision. The State may require modifications of those plans from time to time. Such plans require care by the Association in the maintenance, repair, and replacement of drainage swales and ditches, and of earthen shoulders along paved areas, bulkheads and similar barriers and culverts.

In furtherance of the plans intended to avoid erosion and sedimentation, the Association will plant and maintain vegetative cover on all of the pervious and uncovered surfaces included in the Common Properties, and on any easements over pervious and uncovered surfaces referred to on the recorded maps of the Subdivision. As to pervious surfaces, which are partially covered, such as the earth under slatted wooden ramps and walkways, the Association will provide and maintain retaining frameworks to prevent unnecessary erosion and discharge of sediment from such areas.

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The Association will take the foregoing actions and such other actions as may be necessary from time to time to assure that the Subdivision is in compliance at all times with the foregoing requirements and with all other applicable laws, ordinances and regulations.

The owner of each lot will have the duty to maintain vegetative cover on the pervious land surface within such lot in order to prevent erosion and sediment discharge from the lot.

The Association will establish, maintain and enforce rules intended to assure due care to prevent erosion or sedimentation caused by persons, vehicles or equipment engaged in maintenance or repair, or the construction or removal of improvements, or the delivery of goods, or the performance of other services within the subdivision.

The Association will establish, maintain and enforce rules intended to prevent the discharge or discarding from any lots or any of the Common Properties, into either of the waterways adjoining the subdivision, spoils, construction and other debris, fertilizer, garbage, trash, cut grass and other remnants of vegetation, and of any chemicals hazardous to fish or other marine life.

Any construction, maintenance or repair of bulkheads along the edges of the waterways adjoining the subdivision, will be planned and carried out in compliance with the applicable laws,

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ordinances and regulatory requirements, as well as the Association rules. The Association will endeavor to facilitate joint planning and construction of bulkheads to produce consistency, continuity, and effectiveness. The Association will also establish, maintain, and enforce rules to prevent erosion and sedimentation into the waterways resulting from inconsistencies in the configuration, location, specifications, or durability of bulkheads.

The Association will assure that all driveways and other crossings of drainage swales or ditches located on or adjoining a street right of way in the subdivision, must utilize an appropriately designed and engineered culvert installed by the owner of the lot being served thereby. The duties and authorizations described in this paragraph 3(c) will not be subject to reduction by amendment of this Declaration.

(d) Use of Common Properties. The Common Properties shall be used only for the purposes for which they are intended in furnishing services and facilities for the enjoyment to the Lots.

(e) Rules of Conduct. Rules and Regulations concerning the use of the Common Properties may be promulgated and amended by the Board. Copies of such Rules and Regulations shall be furnished by the Board to each Lot Owner, and all amendments and new Rules and Regulations shall be furnished to Lot Owners prior to the time that the amendment or new rule or regulation becomes effective.

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These rules and regulations shall also apply to the use of the marina, piers, boat slips, and associated areas. Specifically, the Association shall enforce the Marina Permit requirement that boats in the Marina may not exceed 21 feet in length, may not have overboard sewage discharge capabilities nor may there be any sewage disposal in the Marina.

(f) Utility Charges. All charges for utilities used in connection with the maintenance and use of the Common Properties shall be a common expense.

(g) Statement of Common Expenses. The Board of Directors shall promptly provide any Lot Owner, its grantee or contract purchaser making written request therefore, a written statement of all unpaid common expenses due from such Lot Owner.

4. RESERVATION OF TITLE TO COMMON PROPERTIES.

The Declarant may retain the legal title to the Common Properties until such time as it has completed improvements thereon, and until such time as, in the opinion of the Declarant, that the Association is able to maintain the same. However, Declarant will convey the Common Properties to the Association not later than January 1, 2005.

5. COVENANTS FOR DUES AND ASSESSMENTS. The Lots shall be assessed as follows:

(a) Creation of Lien and Personal Obligation of Assessment. The Declarant, for each Lot within the Subdivision,

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hereby covenants, and each subsequent purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

(i) annual assessments for the daily and routine operations of the Association and the establishment of reserve account

(ii) special assessments for capital improvements and unforeseen expenses;

(iii) other assessments specifically authorized by this Declaration.

As used in this Declaration, the term shall include, as required by context, all annual assessments, special assessments for capital improvements, dues or charges established by the Association. All such dues, assessments, or charges will be established and collected as hereinafter provided. The annual assessments, dues or charges, and special assessments, together with the interests and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on each Lot conveyed by Declarant, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest,

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costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment against the Lot was made. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; however, said delinquent assessments shall continue as a lien against the Lot until paid.

(b) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and residents within the Subdivision, and for the improvement and maintenance of the Common Properties, and for the operation of the Association,

(c) Maximum Annual Assessment. Annual assessment, dues and charges shall be as follows:

(i) The initial maximum annual assessment shall be \$350.00 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.

(ii) the Board of Directors of the Association may fix the annual assessments, dues, or annual charges, at an amount not in excess of the maximum annual assessment and the percentage increases enumerated in this Declaration. Notwithstanding, however, the Association may call a meeting for the purpose of increasing or decreasing the maximum annual assessment and the same shall be

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determined by a vote in person or by proxy at a meeting duly called for this purpose of two-thirds of all possible voters of the Association.

(iii) In addition to the foregoing annual assessment, those lots requiring off site sewer systems shall have an additional annual assessment, the amount to be determined when said systems are completed and which lots need to utilize said systems are determined. The Association shall be responsible for the replacement, repair, maintenance and upkeep of the sewer systems and easements and is specifically authorized to levy such assessment and to increase or decrease the annual assessment as necessary to maintain said system and to make such special assessments as necessary to maintain said systems. In addition to the remedies for collection provided, the Association may cause any lot on which these sewer system assessments are delinquent to be disconnected from said system.

To facilitate the construction, installation, repair, maintenance, and replacement of said off site sewer system, Declarant reserves for itself, its successors, and assigns an easement to be located at a later date and not to exceed ten (10) feet in width across all lots, common areas, and other properties shown on the plat or map of Bluewater Cove, as the same may be necessary for construction of said off site sewer system, connection thereto, and subsequent use, repair, maintenance, and

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replacement thereof.

(d) Special Assessment for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent to two-thirds of the vote or each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(e) Notice and Quorum for Action of the Association.

Written notice of any meeting called for the purpose of taking any action authorized pursuant to these Covenants, Restrictions and Easements for Bluewater Cove Subdivision shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding

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meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(f) Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis at the direction of the Board of Directors of the Association. The assessments provided for in paragraph 5.(c)(iii) shall be uniform for each Lot assessed thereunder.

(g) Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall be in the amounts as enumerated herein in Paragraph 5.(c) and shall commence January 1, 2002. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on the Lot is binding upon the Association as of the date of its issuance.

(h) Effect of Non-Payment of Assessments and Remedies of

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the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at rate of twelve (12%) percent per annum. Any assessment not so paid shall be a lien against the assessed Lot and the Association, as evidence of said lien, may file a claim of lien in the Office of the Clerk of Superior Court of Carteret County, and may thereafter bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien by action against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

(i) Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of any Lot shall not affect the assessment of the lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or proceeding in lieu thereof, shall extinguish the lien of assessments as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from lien thereof.

(j) Declarant's Exemption. Until Declarant conveyed seventy five (75%) percent of the Lots within the Subdivision, the Lots owned by Declarant shall not be subject to assessments, with the following exceptions:

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(i) Should Declarant cause a dwelling to be constructed on any Lot owned by Declarant and thereafter lease the same, said Lot shall be assessed as any other non-Declarant Owner.

(ii) After Declarant has conveyed seventy five percent (75%) of the Lots within the Subdivision, Declarant's remaining Lots will be assessed as any other non-Declarant Lot.

6. ARCHITECTURAL CONTROL. Development and construction within the Subdivision shall be controlled as follows:

(a) The Declarant shall establish an Architectural Control Committee ("Committee") which shall consist of two (2) Members. The Committee shall, upon recordation of this Declaration, be composed of the following Members for the term ending June 1, 2005, or until their earlier resignation:

Woodrow J. Warren and P. Sherrill Futral.

Upon the expiration of the term of each initial Member of the Committee, a successor Member shall be appointed by the Board of Directors of the Association to serve for a two year term and each successor thereafter shall be appointed by the Board of Directors of the Association to serve for a two (2) term.

However, should any Member of the initial Committee resign prior to the expiration of his term, the Declarant shall have the right to name a successor, to fill said unexpired term.

The Board of Directors of the Association shall have the right to remove, with or without cause, any Member of Committee

appointed by such Board. Except as listed in preceding paragraph, the Board of Directors of the Association shall also have the right to appoint a successor Member to fill a vacancy on the Committee created by the death, resignation or removal of a Member appointed by the Board to serve for unexpired term of such Member.

(b) Purpose. The Committee shall regulate external design, appearance, landscaping, color, use, location and maintenance of the property subject to this Declaration and of the improvements located thereon in such a manner so as to preserve and enhance property values and to maintain a harmonious relationship among all structures and the natural vegetation and topography. In addition, the Committee shall attempt to minimize intrusions on the view and the privacy of other Owners, and shall attempt to insure compliance with all conditions of this Declaration, and of all backs, easements, and other restrictions as shown on the Plat.

(c) Procedure. Two (2) copies of the complete set of elevations, plans and specifications, including landscaping plans, describing any improvement, alteration, repair, or other requiring approval of the Committee, shall be submitted to the Committee, at the place or address designated by the Association, at least thirty (30) days prior to application for a building permit, or before construction is actually scheduled to begin, whichever is the earlier event. The Committee shall either approve or disapprove the proposed work in writing within fifteen (15) days of the receipt of

said plans and specifications. If the Committee disapproves the proposed work, the Committee shall state reasons for such disapproval in the written notification. In the event the Committee fails to approve or disapprove in writing any proposed work within said fifteen (15) day period, approval shall be deemed granted. An applicant shall have the right to appeal within thirty (30) days an adverse decision of the Committee to the Board of Directors of the Association who may reverse or modify such decision by a two-thirds (2/3) vote of the directors present at a duly called meeting.

(d) Required Approval. No improvements, alterations, repairs, or excavations, nor any maintenance which requires or would result in a change in appearance (such as a change of color), or any other activity which would noticeably and visibly change the exterior appearance of a house or a Lot, or any improvement located thereon, shall be made or done without the prior approval of Committee. No building, fence, wall, residence, dock, pier, gazebo, or other structure shall be commenced, erected, maintained, improved, altered or otherwise modified, without the prior approval of the committee, upon compliance with the procedures for approval as set out in subparagraph (c) of this Paragraph 6.

(e) Deposit. A One Thousand and 00/100 (\$1,000.00) Dollar deposit shall be required by any Owner or agent at the time of submitting plans for approval. This is a security deposit to

cover any damage caused by the contractor and/or its agents and the same shall be refunded upon the total completion of construction as long as the Committee considers there to be no damage to the property.

7. MINIMUM DESIGN REQUIREMENTS.

(a). The following minimum requirements must be met by each dwelling within the Subdivision and may not be varied or waived by the Architectural Control Committee:

(i) All homes within the Subdivision shall be single-family residences with a minimum constructed dwelling size of 1,350 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.

(ii) Setback requirements for the construction of any single family home shall be as shown on the recorded Plat, the Lots thereon having been made subject to this Declaration. In addition, no part of any structure of any kind shall be erected or permitted to remain on any Lot closer to the property line than thirty (30') feet on the front (being any road) side, twenty-five (25') feet on the back or rear Lot line, and ten (10') feet on either side Lot line, except in corner Lots. For corner Lots, there shall be a

twenty (20') foot setback requirement from any side street. Driveways shall not be included within this setback requirement. Roof overhangs, porches, decks, and other extensions that constitute encroachments into the setback areas may be approved by the Architectural Control Committee. Provided, however, in the event an owner owns two (2) contiguous lots and elects to construct a residence and garage or outbuilding as allowed by this Declaration which construction and location of improvements on said lots utilizes both lots for such improvements then these setbacks shall apply only to the exterior lot lines of the lots and not include the line dividing the two (2) lots. In the event of such construction, the lots may not be further subdivided. They may not be sold individually until such improvements are removed or relocated so as to comply with the original setbacks provisions.

(iii) No structure shall be erected or permitted to remain on any Lot, any part of which (excepting chimneys or flue stacks, vent pipes, or approval antenna) shall exceed 2-1/2 living stories, or thirty-five (35') feet in height measured from the lowest grade level of the building foundation or piers upon which such structure is erected.

(iv) Each Owner shall be an insurer on behalf of their employees, contractors, subcontractors and material suppliers to the Declarant and to the Association for any damage to roads or to any other Common Properties caused by the passage of vehicles

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and equipment over the roads in the Subdivision, or by any other activity associated with construction on Lots within the Subdivision. Notwithstanding the deposit required as set forth in Paragraph 6. (e), in the event of any damage, the Association shall have the authority to repair such damage and assess the cost of such repairs to the Owner, which assessment shall become a lien on the property, just as other assessments are a lien, as set out in Paragraph 5. (a) of this Declaration.

(v) Concrete blocks or cinder blocks exposed after completion of construction and visible from any street, or surrounding properties, shall not be permitted. (Concrete blocks or cinder blocks covered with heavy stucco will be permitted as long as the outlines of individual blocks are not visible through the stucco.) Brick foundations are allowed.

(vi) All roofs must have a minimum pitch of at least 6/12.

(b) One (1) detached garage/storage area may be constructed provided all setback requirements are met and construction must be in a matching architectural style as the dwelling. This detached building will be subject to the approval of the Architectural Control Committee.

(c) The allowable built-upon area per Lot shall be limited to 4,574 square feet inclusive of right of way, structures,

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pavement, walkways or patios of brick, stone or slate, not including wood decking.

8. RESTRICTIONS AS TO USE. All Lots within the Subdivision are subject to the following:

(a) Residential Use. All Lots shall be used, improved, and devoted exclusively for residential use. Nothing contained herein, however, shall be deemed to prevent an Owner from leasing a residence to a single family for residential use for a minimum lease period of one (1) month. No weekly rentals will be allowed.

(b) Prohibited Structures. No structure shall be erected, placed or permitted to remain on any Lot of a temporary nature, nor any mobile home, doublewide or triple wide mobile home, manufactured homes, trailer, tent, shack, animal kennel, barn, temporary storage building, or other outbuilding shall be erected or placed on any Lot covered by these covenants. This paragraph shall not preclude permanent garage and/or storage facilities consistent with the restrictions contained in Paragraph 7.(b). This paragraph shall also not preclude temporary storage facilities for the sole purpose of protecting materials during construction of a dwelling on a Lot for a time not to exceed one (1) year; provided, however, that said temporary storage facility shall be removed from the Lot upon completion of construction. This paragraph shall not preclude modular housing, which meets the requirements of the Architectural Control Committee.

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(c) Nuisances. No noxious, illegal, or offensive activities shall be carried on or perpetrated upon any Lot, nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the Owners. No outside burning of construction materials, leaves, shrubbery, trees or any thing else shall be allowed in the subdivision.

(d) Animals. No animals, livestock, nor poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that they are not kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended by a person of sufficient age to supervise the conduct of said pet, and unless said pet is on a leash attached to the animal's collar, and held by said attendant Owner. No more than two (2) such pets per household are allowed.

(e) Garbage and Trash Receptacles. No Lot shall be used as a dumping ground for rubbish, trash, or garbage. All garbage cans and trash receptacles shall be common in design as designated and determined by the Architectural Control Committee. All receptacles shall be kept in an enclosed area of the residence, garage, and/or storage area except on such day of the week as the garbage is collected. The collection of garbage shall be the function of each individual Lot Owner and not the function of the Association unless the same is modified by the Association at a

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duly called meeting for such purpose.

(f) Exterior Lights. 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 nonfrost lights or bulbs.

(g) Signs. No sign, billboard, or other advertising of any kind, including a "For Rent" sign, shall be erected or maintained on any Lot, right of way or Common Property except for directional signs, street identification signs, and other like signs approved and erected by the Association. It is permissible for an Owner or its agent to erect on any Lot a "For Sale" and/or "Construction" sign designating the job site and builder, but these signs must be sandblasted and must be immediately removed upon the sale of the residence and/or final completion of such construction. Final completion shall be deemed the issuance of a certificate of occupancy.

(h) Antenna. There shall be no exterior antenna of any kind receiving and/or sending television, radio or other signals unless the same have first been approved by the Committee.

(i) Driveways. All driveways constructed on any Lot shall be paved with either asphalt, concrete and/or brick pavers and, to the extent said driveway covers any drainage ditch or easement, the size and composition of the drainage tile under said driveway shall be approved by the Committee.

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(j) Vehicles. No stripped, partially wrecked, junked or inoperative motor vehicle, nor any part thereof, shall be permitted to be parked or kept on any street or Lot. No Owner shall cause any vehicle repairs, other than minor repairs, which may be accomplished in a single day, to be performed on any portion of the property subject to this Declaration, including any property made subject to this Declaration.

(k) Clotheslines. No drying of laundry or clotheslines for any purpose shall be permitted on any Owner's Lot.

(l) Boats, Campers. No boat, Jet Ski, camper, trailer, recreational vehicle, or other similar personal property will be allowed to be stored within the Subdivision unless the same is kept in an enclosed garage and/or storage area or behind the house on the lot.

(m) Shingles. 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.

(n) Mailboxes. All mailboxes shall be common in design as designated and determined by the Architectural Control Committee.

(o) Maintenance of Lots. All Lots shall be appropriately groomed and maintained, including both developed and undeveloped

Lots. Customary lawn mowing and tree and shrub maintenance is required. Any violation of this restriction shall entitle the Association to maintain the Lot and charge to the Lot Owner such expense and enforce the same consistent with the provisions herein regarding liens.

(p) Prohibited Vehicles. No off-road vehicles, including but not limited to, go-carts, dirt bikes, mini-bikes, ATVs (2 wheel or 4 wheel) may be operated in the subdivision. Bicycles and golf carts may be used in the subdivision.

9. EASEMENTS AND ASSESSMENTS FOR STREET LIGHTING.

(a) The Declarant reserves the right to grant easements for purposes of installing and maintaining utilities to any or all of the Lots, including but not limited to, electricity, telephone, water, sewer and television. These easements may be either above ground or underground and may be assigned without limit to any proper utility company. Also reserved by Declarant is the right to grant such easement over Common Properties for purposes of installation and maintenance of utility easements. The easements shall be ten (10') feet in width over the Lots adjoining the street boundary line and shall be five (5') feet in width over the Lots along every other boundary line. The easements over Common Properties shall be located at the discretion of Declarant.

(b) Each owner in the Subdivision, by acceptance of a deed therefore, agrees and covenants to pay to Carteret-Craven

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BOOK 923 PAGE 684

Electric Membership Corporation, its successors and assigns, a pro rata portion of the cost of electricity and maintenance of lighting located on the Common Properties within the Subdivision at the time the electrical bills are incurred. The Association may elect to have the electric bills for specific lighting requirements billed to it, with the cost thereof being satisfied from dues and assessments.

(c) The real property in the Subdivision is subject to a contract with Carteret-Craven Electric Membership Corporation for the installation of underground electrical utility, which may require an initial contribution, and/or the installation of street lighting, which will subject the Owners to a continuing monthly payment to Carteret-Craven Electric Membership Corporation.

10. REVOCATION OF EARLIER DECLARATION. Declarant caused a Declaration of Covenants, Restrictions, and Easements for Bluewater Cove to be recorded in Book 879, at Page 135 of the Carteret County Registry. As sole owner of the properties described herein, Declarant does hereby withdraw, revoke, and declare null and void that Declaration of record in Book 879, at Page 135 of the Carteret County Registry. This Amended Declaration completely supercedes said earlier Declaration and in the event of conflict between it and this Amended Declaration, this Amended Declaration shall prevail.

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BOOK 923 PAGE 684

11. ADDITIONAL PROPERTIES. Declarant reserves for itself, its successors or assigns, in their sole discretion, the right to subdivide that area designated "Reserved By Owner" on the Bluewater Cove Subdivision Map of record in Map Book 30, at Page 23 of the Carteret County Registry, and cause said properties to become integrated into and part of Bluewater Cove Subdivision in a single additional phase or multiple additional phases. To add said properties, Declarant shall cause a map of each phase to be recorded in the Carteret County Registry together with a Declaration submitting said properties to this Amended Declaration at which time said properties and owners shall have all the rights and obligations of all the other subdivision properties and owners in Bluewater Cove.

This paragraph eleven (11) cannot be amended, altered, or deleted from this Amended Declaration without the written joinder of Declarant, its successors, or assigns.

12. GENERAL PROVISIONS. This Declaration is subject to the following:

(a) Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to

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BOOK 923 PAGE 684

31

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) 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.

(c) Duration. The covenants, restrictions and easements set forth herein shall run with and bind any property made subject hereto for a term of twenty (20) years from the date of this Declaration, after which time this Declaration shall be automatically extended for successive ten (10) year periods unless either terminated or modified by a majority vote of the then record Owners of all Lots subject to this Declaration.

(d) Amendment. This Declaration may be amended at any time by the affirmative vote of the voting Members having at least sixty-seven (67%) percent of the aggregate voting interest, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. The Declarant, or its successors and assigns, reserves the right to amend this Declaration for the sole purpose of correcting any scrivener's errors contained herein without joinder of any Owner. No amendment, however, shall affect the voting rights of any Owner owning a Lot made subject to this Declaration. Such amendment shall be executed in the name of the Association and recorded in the office of the Register of Deeds of

BOOK 223 PAGE 684



Carteret County. No such amendment shall be effective until duly recorded as aforesaid

(e) Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this instrument.


(f) Construction. Whenever the context so required, the use herein of any gender shall be deemed to include all genders, and the use herein of the singular shall include the plural and the plural shall include the singular.

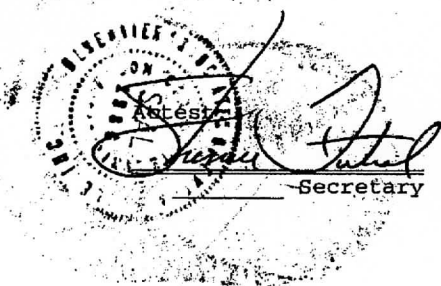
(g) Crystal Coast Amphitheater. All owners are hereby notified of the operation of the Crystal Coast Amphitheater evenings currently from June 30 to September 16 annually with the dates and times of operation subject to changes.

IN WITNESS WHEREOF, the undersigned have signed and sealed this instrument as of the day and year first above written.

BLUEWATER ASSOCIATES OF  
EMERALD ISLE, INC.

By:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

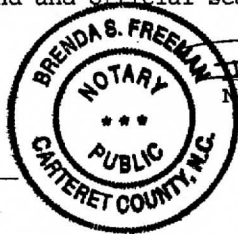
BOOK <sup>33</sup> 923 PAGE 684

STATE OF NORTH CAROLINA

COUNTY OF

I, a Notary Public of the county and state aforesaid, do hereby certify that P. Steven Futral personally came before me this day and acknowledged that        he is secretary of BLUEWATER ASSOCIATES OF EMERALD ISLE, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its        president, sealed with its corporate seal, and attested by himself as its        secretary.

Witness my hand and official seal, this the 19<sup>th</sup> day of November, 2001.



Brenda S. Freeman  
Notary Public

My Commission Expires:

10/21/2006

NORTH CAROLINA, CARTERET COUNTY  
The foregoing certificate(s) of Notary Public(s) herein certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By *[Signature]*  
Notary Public, Registered Clerk

E:\GONES\CLIENTS\BLUEWATER RESTRICTIVE COVENANTS\BLUEWATER COVE AMENDED RESTRICTIVE COVENANTS

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BOOK 923 PAGE 684

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Prepared by: Dennis M. Marquardt, Attorney at Law  
STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

NORTH CAROLINA, CARTERET COUNTY  
The foregoing certificate(s) of Notary Public(s) is/are  
certified to be correct. This instrument and this certifi-  
cate are duly registered at the date and time and in  
the Book and Page shown on the first page hereof.

By Melanie Arthur Register of Deeds  
*Melanie Arthur*  
Deputy, Register of Deeds

AMENDMENT TO  
AMENDED DELCARATION OF COVENANTS, RESTRICTIONS AND  
EASEMENTS

FOR BLUEWATER COVE

THE AMENDED DECLARATION of Covenants, Restrictions and Easements  
(hereafter "Declaration") for Bluewater Cove Subdivision, dated and recorded on the 16<sup>th</sup>  
day of November, 2001 in Deed Book 923, Page 684, Carteret County Registry, is hereby  
amended pursuant to the requirements stated in Paragraph 12(d) "GENERAL  
PROVISIONS: Amendment" as follows:

1. ADD THE FOLLOWING to Paragraph 3(c) "PROPERTY RIGHTS IN  
COMMON PROPERTIES: Additional Maintenance Requirements Regarding  
Stormwater, Sedimentation and Erosion Control":

(i) The covenants pertaining to stormwater regulations may not be changed or  
deleted without concurrence of the North Carolina Division of Water Quality.

(ii) Filling in or piping of any vegetative conveyance (ditches, swales, etc.)  
associated with the development, except for driveway crossings, by any persons is strictly  
prohibited.

Page 1 of 9  
BOOK 1046 PAGE 183

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(iii) Lots within Coastal Area Management Act's ("CAMA") Area of Environmental Concern ("AEC") may have the permitted built-upon area reduced due to CAMA's jurisdiction within the AEC. In no case shall the allowable amount of built-upon area exceed the maximum set by Stormwater Management Permit No. SW8 990420.

(iv) Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

2. **DELETE** Paragraph 7(c) "MINIMUM DESIGN REQUIREMENTS, Paragraph (c)" in its entirety and insert the following:

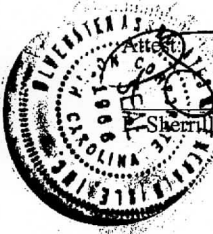
(i) The allowable built-upon area per lot is 4,574 feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised open wood decking, or the water surface of swimming pools.

(ii) Lots 22 and 23 are allotted an additional 10,000 square feet to account for a longer driveway access.

**IN WITNESS THEREOF**, the undersigned, being the Declarant and all property owners, have signed and sealed this instrument as of the 18th day of February, 2004.

**BLUEWATER ASSOCIATES OF  
EMERALD ISLE, INC., Declarant**

By: Woodrow J. Warren  
Woodrow J. Warren, President

 Sherrell Futral  
Sherrell Futral, Secretary

PROPERTY OWNERS:

H. Jack Pruitt  
H. Jack Pruitt

Kenneth S. Suggs  
Kenneth S. Suggs

Mollie H. Jolly  
Mollie H. Jolly

Jonathon R. Major  
Jonathon R. Major

Charles E. Murphy  
Charles E. Murphy

Martin C. Harrell  
Martin C. Harrell

Russell V. Brazauskas  
Russell V. Brazauskas

Robert E. McVicker  
Robert E. McVicker

Carl Irvin Britt  
Carl Irvin Britt

Shawn A. Harris  
Shawn A. Harris

Deborah K. Rucker  
Deborah K. Rucker

Brenda J. Futral  
Brenda J. Futral

See page 11  
Thomas H. Slater

Betty M. Pruitt  
Betty M. Pruitt

Jerry G. Suggs  
Jerry G. Suggs

Stephen N. Kloth, Jr.  
Stephen N. Kloth, Jr.

Sherri E. Major  
Sherri E. Major

Janis H. Murphy  
Janis H. Murphy

Judy A. Harrell  
Judy A. Harrell

Sandra L. Brazauskas  
Sandra L. Brazauskas

Erica McVicker  
Erica McVicker

Evelyn J. Roberts  
Evelyn J. Roberts

Tiffany N. Harris  
Tiffany N. Harris

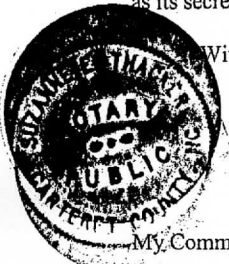
Christopher E. Kollar  
Christopher E. Kollar

See page 11  
Sandra K. Slater

STATE OF NORTH CAROLINA

COUNTY OF Carteret

I, Suzanne E. Thacker, a Notary Public, certify that **P. Sherrill Futral** personally came before me this day and acknowledged that he is **Secretary of Bluewater Associates of Emerald Isle, Inc.** a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by himself as its secretary.



Witness my hand and official seal, this the 18<sup>th</sup> day of February, 2004.

Suzanne E. Thacker  
Notary Public

My Commission Expires: June 19, 2005

SEAL

STATE OF NORTH CAROLINA

COUNTY OF Onslow

I, a Notary Public of the county and state aforesaid, do hereby certify that **H. Jack Pruitt and wife Betty M. Pruitt** personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23 day of February, 2004.

Heidi S. Zanel  
Notary Public



My Commission Expires: May 17, 2005

Page 4 of 9  
BOOK 1046 PAGE 83

PAGES 5-9  
Notary Signatures

JL 08

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  
GR 1296334 Page 1 of 5

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 29<sup>th</sup> 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

BOOK 1296 PAGE 334

(5)

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:

BOOK 1296 PAGE 334



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.

BOOK 1296 PAGE 334

- (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

BOOK 1296 PAGE 334<sup>TM</sup>

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

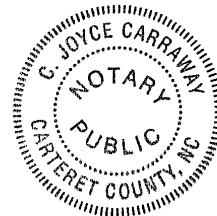
**STATE OF NORTH CAROLINA  
COUNTY OF CARTERET**

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.

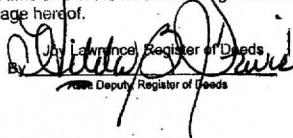
Signature of Notary Public C. Joyce Carraway  
Typed/Printed Name of Notary Public: C. Joyce Carraway

My commission expires: April 2, 2011  
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BOOK 1096 PAGE 334

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

By   
Joy Lawrence, Register of Deeds  
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 9<sup>th</sup> day of September, 2009 by:

**BLUEWATER COVE HOMEOWNERS ASSOCIATION, INC.,**  
a North Carolina corporation  
of Carteret County, North Carolina  
(hereinafter called "Association")

and

**BLUEWATER COVE SUBDIVISION,**  
**REVISED FINAL OF PHASE ONE, FINAL FOR PHASE TWO,**  
as the same is recorded in Map Book 30 at page 23,  
in the office of the Register of Deeds of Carteret County, North Carolina; and  
**BLUEWATER COVE SUBDIVISION, PHASE THREE,**  
**(THE OAKS AT BLUEWATER COVE)**  
as the same is recorded in Map Book 31 at Page 649,  
in the office of the Register of Deeds of Carteret County, North Carolina ,  
present and future property owners in all sections therein  
(hereinafter called "Property")

WITNESSETH:

THAT WHEREAS the Developer, Bluewater Associates of Emerald Isle, Inc. has

1

BOOK 1320 PAGE 497

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previously subjected certain property in the Bluewater Cove Subdivision to the Amended Declarations of Covenants, Restrictions, and Easements of record in Book 923 at Page 684, as amended in Book 1046 at Page 183, and as amended in Book 1296 at Page 334 in the office of the Register of Deeds of Carteret County, North Carolina; and

WHEREAS, the members of the Bluewater Cove Homeowners Association, Inc. desired to make certain amendments to those existing Covenants, Restrictions, and Easements; and

WHEREAS, in conformance with Paragraph 12 (d) of those Restrictions of record in Book 923 at Page 684 in the office of the Register of Deeds of Carteret County, North Carolina, a special meeting was held on August 15, 2009 for the purpose of adopting said amendments; and

WHEREAS, there are eighty-seven (87) lots in the subdivision and a sixty-seven percent (67%) vote is necessary for the adoption of amendments to the Restrictions; and

WHEREAS, the Amendment to Paragraph 8(l) of those restrictions of record in Book 923 at Page 684 in the office of the Register of Deeds of Carteret County, North Carolina, was approved by a vote of sixty-seven (67) in the affirmative and one (1) in the negative, and the amendment to Paragraph 10 of those Restrictions of record in Book 1296 at Page 334 in the office of the Register of Deeds of Carteret County, North Carolina was approved by a vote of sixty-six (66) in the affirmative and two (2) in the negative.

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, as amended in Book 1046, Page 183, and as amended in Book 1296, Page 334, Carteret County Registry, the Association does hereby make, declare, modify and amend such covenants in manner and form as follows:

1. Paragraph 8 (l) of those Restrictions of record in Book 923 at Page 684 in the office of the Register of Deeds of Carteret County, North Carolina is deleted in its entirety and the following amendment is substituted as follows:

Paragraph 8(l). Boats, Campers. One recreational non-commercial boat 21

<sup>2</sup> BOOK 1320 PAGE 497

feet in length or less or jet skis that are in good repair and operational may be parked on boat trailers in the side yard of the residence no nearer the road than the front of the house and nowhere else on the lot except behind the house thereon. Equipment used with the boat or jet skis such as, but not limited to, life preservers, PFDs, coolers, fishing poles, towels, etc., shall be stowed on the boat out of sight or stored elsewhere on the property out of sight from the road or neighbors so that the property appears neat and well kept. Alternatively, the described boats and jet skis on trailers may be stored in the areas provided for such storage within the subdivision. Except as provided herein, no camper, trailer, recreational vehicle, or other similar personal property will be allowed to be stored within the Subdivision unless the same is kept in an enclosed garage and/or storage area or behind the house on the lot.

2. Paragraph 10 of those restrictions of record in Book 1296 at page 334 in the office of the Register of Deeds of Carteret County, North Carolina is deleted in its entirety and the following amendment is substituted as follows:

Paragraph 10. The area labeled "Septic Repair Area and Temporary Boat Storage Area for Phase Three" may be used by Sections 1, 2 and 3 lot owners for the storage of boats under twenty-one (21) feet and jet skis on trailers 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, jet skis and their trailers shall immediately be removed from that area. The existing boat/jet ski storage area North of Lowery Lane utilized by Section 1 and Section 2 owners shall then be expanded to accommodate boat/jet ski 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 at Page 684, as amended in Book 1046 at Page 183, and as amended in Book 1296 at Page 334 in the office of the Register of Deeds of Carteret County, North Carolina are incorporated herewith by reference in the same manner as if set out in full.

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

BLUEWATER COVE HOMEOWNERS ASSOCIATION, INC.

By: Michael B., President

ATTEST:

Wade J. Warren, Secretary



STATE OF NORTH CAROLINA

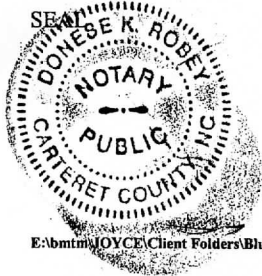
COUNTY OF Carteret

I, Danese K. Robey, a Notary Public, certify that Wade J. Warren personally came before me this day and acknowledged that he/she is secretary of **Bluewater Cove Homeowners Association, Inc.**, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by himself/herself as its secretary.

Witness my hand and official seal, this the 9<sup>th</sup> day of September, 2009.

Danese K. Robey  
Notary Public

My Commission Expires: Nov. 22, 2010



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4 BOOK 1320 PAGE 497

Karen S. Hardesty

Carteret County, NC

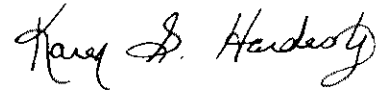
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ADMT # Pages: 6

Fee: \$236.00

NC Revenue Stamp: \$0.00

FILE # 1684165



Prepared by: Michael Lincoln, PA, Attorney at Law  
PO Box 4130  
Emerald Isle, NC 28594

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

AMENDMENT TO  
RESTRICTIVE COVENANTS

THIS AMENDMENT TO RESTRICTIVE COVENANTS made and entered  
into effective this 19<sup>th</sup> day of August, 2020 by:

**BLUEWATER COVE HOMEOWNERS ASSOCIATION, INC.**  
147 White Heron Lane  
Swansboro, NC 28584  
Carteret County, North Carolina

**AMENDMENT TO  
AMENDED DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS  
FOR BLUEWATER COVE SUBDIVISION**

The GRANTORS are all of the current Homeowners in Bluewater Cove Subdivision, as set out in Schedule "A" attached hereto and incorporated herein as if fully set out along with the corporate GRANTOR, BLUEWATER COVE HOMEOWNERS ASSOCIATION, INC. hereinbefore set out.

**RECITALS**

1. The initial DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS for Bluewater Cove Subdivision was recorded November 16, 2001 in Book 923, Page 684 with said subdivision set out in Map Book 30, Page 23 of the Carteret County Registry.
2. The actual first Amended for Bluewater Cove Subdivision was recorded on March 24, 2004 in Book 1046, Page 183.
3. The next Amendment to Restrictive Covenants for Bluewater Cove Subdivision was recorded on September 11, 2009 in Book 1320, Page 497.



4. Further, the Amendment to Restrictive Covenants for Bluewater Cove Subdivision was to include Bluewater Cove Subdivision Section Three (The Oaks at Bluewater Cove), recorded on January 29, 2009 in Book 1296, Page 334.

**THIS AMENDED DECLARATION** of Covenants, Restrictions, and Easements (hereafter "Declaration") for Bluewater Cove Subdivision, is hereby amended pursuant to the requirements stated in Paragraph 12(d) "GENERAL PROVISIONS: Amendments" for 89 lots as follows:

1. Paragraph 3, Section E of Restrictive Covenants is hereby removed and amended to add and include the following:

(E) "Rules and Regulations concerning the use of the Common Properties may be promulgated and amended by the Board. Copies of such Rules and Regulations shall be furnished by the Board to each Lot Owner, and all amendments and new Rules and Regulations shall be furnished to Lot Owners prior to the time that the amendment or new rule or regulation becomes effective. These rules and regulations shall also apply to the use of the ramp, piers, and associated areas. Specifically, the Association shall enforce the requirement that boats may not exceed 24 feet in length nor may there be any sewage disposal in the Marina."

Homeowners approved by an affirmative vote:

John & Janessa Styron  
 Jack & Betty Pruitt  
 Diane Lusk  
 Rubylene Lambert  
 Shannon & Sarah Plaut  
 Brooke Pollard  
 Shay & Susan Lorencz  
 Ricky & Denise Suggs  
 Julia Weber  
 Bluewater, Incorporated  
 Shaun & Amy Short  
 Russel Pagget  
 Randy & Lisa Shaffer  
 Mark & Lisa Johnston  
 Phillip & Paige Eilertson  
 Derick & PJ Baith  
 Sam & Donna Harrell  
 Brian & Lindsey Davis  
 Dan & Lorna Alderson

Ed & Linda Auld  
 Mike & Becky Brown  
 Steve & Debbie Hildt  
 Dan Simon  
 Lela Robinson  
 Chris Rosetti  
 Jim & Margo Hickman  
 Megan Carlton  
 Ricky Taylor  
 Christopher & Christine Cox  
 Mark & Francis Warren  
 Martin & Judy Harrell  
 Tom & Carissa Collins  
 Charles & Geraldine Delu  
 Jay & Jessica Ferguson  
 Debbie Shelby  
 Gus & Cindy Gustufson  
 Evelyn Roberts  
 Keith & Terry Moore

John & Kira Boyd  
 Shane & Jaclyn Powell  
 Brenda Futral  
 Jeff & Anne Scott  
 James & Kathy Veacock  
 Mike & Linda Pickard  
 Alex & Patty Wrubal  
 Steve & Kathy Brink  
 William Mason  
 Roland & Kim Waters  
 Jeff & Teresa Brewer  
 Andy & Judy Gauzza  
 Dale & Maria Suder  
 Susan Goines  
 Tony & Stephanie Fox  
 Whitney & Laura Brewer  
 Family Freedom Group  
 Scott & Holly Walker  
 John & Pamela Wall  
 Mike Markusic

2. Paragraph 6, Section A of Restrictive Covenants is hereby removed and amended to add and include the following:

(A) "The Board of Directors shall appoint a minimum of two (2) Members to serve on the Architectural Control Committee ("Committee") for a term of two (2) years or until their earlier resignation. Upon the expiration of the term of each Member of the Committee, a successor Member shall be appointed by the Board of Directors of the Association to serve for a two (2) year term. The Board of Directors of the Association shall have the right to remove, with or without cause, any Member of Committee appointed by such Board. The Board of Directors of the Association shall also have the right to appoint a successor Member to fill a vacancy on the Committee created by the death, resignation, or removal of a Member appointed by the Board to serve for the unexpired term of such Member."

Homeowners approved by an affirmative vote:

John & Janessa Styron  
 Jack & Betty Pruitt  
 Diane Lusk  
 Rubylene Lambert  
 Shannon & Sarah Plaut  
 Brooke Pollard  
 Shay & Susan Lorencz  
 Ricky & Denise Suggs  
 Julia Weber  
 Bluewater, Incorporated  
 Shaun & Amy Short  
 Russel Pagget  
 Randy & Lisa Shaffer  
 Mark & Lisa Johnston  
 Phillip & Paige Eilertson  
 Derick & PJ Baith  
 Sam & Donna Harrell  
 Brian & Lindsey Davis  
 Dan & Lorna Alderson

Ed & Linda Auld  
 Mike & Becky Brown  
 Steve & Debbie Hildt  
 Dan Simon  
 Lela Robinson  
 Chris Rosetti  
 Jim & Margo Hickman  
 Megan Carlton  
 Ricky Taylor  
 Christopher & Christine Cox  
 Mark & Francis Warren  
 Martin & Judy Harrell  
 Tom & Carissa Collins  
 Charles & Geraldine Delu  
 Jay & Jessica Ferguson  
 Debbie Shelby  
 Gus & Cindy Gustufson  
 Evelyn Roberts  
 Keith & Terry Moore

John & Kira Boyd  
 Shane & Jaclyn Powell  
 Brenda Futral  
 Jeff & Anne Scott  
 James & Kathy Veacock  
 Mike & Linda Pickard  
 Alex & Patty Wrubal  
 Steve & Kathy Brink  
 William Mason  
 Roland & Kim Waters  
 Jeff & Teresa Brewer  
 Andy & Judy Gauzza  
 Dale & Maria Suder  
 Susan Goines  
 Tony & Stephanie Fox  
 Whitney & Laura Brewer  
 Family Freedom Group  
 Scott & Holly Walker  
 John & Pamela Wall  
 Mike Markusic

3. Paragraph 8, Section M of Restrictive Covenants is hereby removed and amended to add and include the following:

(M) "Shingles. 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. The Architectural Committee may allow Solar Roofing in the event a formal architectural request is made in compliance with Covenant 6, Section C. Solar Panels shall not be allowed on the ground, over exterior corridors, or on walls."

Homeowners approved by an affirmative vote:

John & Janessa Styron  
 Jack & Betty Pruitt  
 Diane Lusk  
 Rubylene Lambert  
 Shannon & Sarah Plaut  
 Brooke Pollard  
 Shay & Susan Lorencz  
 Ricky & Denise Suggs  
 Julia Weber  
 Bluewater, Incorporated  
 Shaun & Amy Short  
 Russel Pagget  
 Randy & Lisa Shaffer  
 Mark & Lisa Johnston  
 Phillip & Paige Eilertson  
 Derick & PJ Baith  
 Sam & Donna Harrell  
 Brian & Lindsey Davis  
 Dan & Lorna Alderson

Ed & Linda Auld  
 Mike & Becky Brown  
 Steve & Debbie Hildt  
 Dan Simon  
 Lela Robinson  
 Chris Roseffi  
 Jim & Margo Hickman  
 Megan Carlton  
 Ricky Taylor  
 Christopher & Christine Cox  
 Mark & Francis Warren  
 Martin & Judy Harrell  
 Tom & Carissa Collins  
 Charles & Geraldine Delu  
 Jay & Jessica Ferguson  
 Debbie Shelby  
 Gus & Cindy Gustufson  
 Evelyn Roberts  
 Keith & Terry Moore

John & Kira Boyd  
 Shane & Jaclyn Powell  
 Brenda Futral  
 Jeff & Anne Scott  
 James & Kathy Veacock  
 Alex & Patty Wrubal  
 Steve & Kathy Brink  
 William Mason  
 Roland & Kim Waters  
 Jeff & Teresa Brewer  
 Andy & Judy Gauzza  
 Dale & Maria Suder  
 Susan Goines  
 Tony & Stephanie Fox  
 Whitney & Laura Brewer  
 Family Freedom Group  
 Scott & Holly Walker  
 John & Pamela Wall  
 Mike Markusic

Bluewater Cove Homeowners Association, Inc.

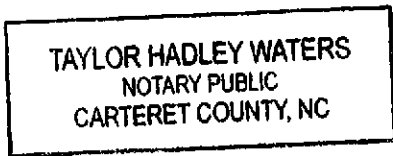
By: *Randy Shaffer*  
Randy Shaffer, President

STATE OF NORTH CAROLINA

COUNTY OF Carteret

I, Taylor Hadley Waters, a Notary Public for the aforesaid County and State, do hereby certify that Randy Shaffer personally came before me this day and acknowledged that he is the President of BLUEWATER COVE HOMEOWNERS ASSOCIATION, INC., a North Carolina Non-Profit Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by Randy Shaffer, as its President, and attested by Randy Shaffer.

Witness my hand and official seal this 19 day of August 2020.



*Taylor Hadley Waters* (SEAL)  
Notary Public

My Commission Expires: 8-23-2022

## Schedule A

**John Styron II & Janessa Styron**, 101 White Heron Ln  
**Betty Pruitt**, 103 White Heron Lane  
**Diane Lusk**, 105 White Heron Lane  
**Kenneth Suggs & Jerri Suggs**, 107 White Heron Ln  
**Rubylene Lambert**, 109 White Heron Lane  
**Shannon Plaut & Sarah Plaut**, 111 White Heron Ln  
**Brooke Pollard**, 113 White Heron Ln  
**Henry Gurganus**, 115 White Heron Ln  
**Johnathan Lorenca & Susan Lorencz**, 117 White Heron Ln  
**Rickey Suggs & Barbara Suggs**, 119 White Heron Ln  
**William Evans Trustee**, 121 White Heron Ln  
**Bluewater Associates**, 123 White Heron Ln, 125 White Heron Ln,  
 105 Lowery Ln, 126 Lowery Ln, 118 Lowery Ln, 116 Lowery Ln  
**Stephen Kloth**, 127 White Heron Ln  
**Julia Weber**, 129 White Heron Ln  
**Shaun Short & Amy Short**, 131 White Heron Ln  
**Russel Pagget**, 133 White Heron Ln  
**John Ubert & Barbara Ubert**, 135 White Heron Ln  
**Christian Bastin & Pamela Bastin**, 137 White Heron Ln  
**David Sobotta**, 139 White Heron Ln  
**John Parker**, 141 White Heron Ln  
**Randy Shaffer & Lisa Shaffer**, 136 White Heron Ln  
**Mark Johnston & Lisa Johnston**, 134 White Heron Ln  
**Phillip Eilertson & Cynthia Eilertson**, 132 White Heron Ln  
**Derick Baith**, 130 White Heron Ln  
**Samuel Harrell & Donna Harrell**, 128 White Heron Ln  
**Kevin Zachary & Angela Zachary**, 126 White Heron Ln  
**Brian Davis & Lindsey Davis**, 124 White Heron Ln  
**Daniel Alderson & Lorna Alderson**, 122 White Heron Ln  
**Edward Auld III & Linda Auld**, 120 White Heron Ln  
**Michael Brown & Rebecca Brown**, 118 White Heron Ln  
**Steven Walker & Theresa Walker**, 116 White Heron Ln  
**Steven Hildt & Deborah Hildt**, 114 White Heron Ln  
**Donna Barclay**, 112 White Heron Ln, 111 Lowery Ln, 113 Lowery Ln  
**Daniel Simon**, 110 White Heron Ln  
**Margo Lamotta Trustee**, 201 Bluewater Cove  
**Christian Rosetti**, 203 Bluewater Cove  
**Margo Hickman**, 205 Bluewater Cove  
**Donovan Carlton & Megan Carlton**, 207 Bluewater Cove

**Ricky Taylor**, 209 Bluewater Cove  
**Christopher & Christine Cox**, 303 Duck Haven, 305 Duck Haven  
**Mark Warren & Frances Warren**, 307 Duck Haven  
**Martin Harrell & Judith Harrell**, 309 Duck Haven  
**Sandy Brazuskas**, 308 Duck Haven  
**Tom Collins & Carissa Collins**, 304 Duck Haven  
**Janet Hagedorn**, 215 Bluewater Cove  
**Zachary Wills**, 217 Bluewater Cove  
**Charles Delu & Geraldine Delu**, 219 Bluewater Cove  
**David Ferguson & Jessica Ferguson**, 223 Bluewater Cove  
**Deborah Shelby**, 228 Bluewater Cove  
**Lynn Gustafson & Cindy Gustafson**, 226 Bluewater Cove  
**Evelyn Roberts**, 224 Bluewater Cove  
**Dennis Moore & Terry Moore**, 222 Bluewater Cove  
**John Boyd & Kira Boyd**, 220 Bluewater Cove  
**Acacio Mello & Teresa Mello**, 218 Bluewater Cove  
**Shane Powell & Jaclyn Powell**, 216 Bluewater Cove  
**Phillip Futral**, 214 Bluewater Cove  
**Jeffrey Scott & Anne Scott**, 212 Bluewater Cove  
**James Veacock & Kathleen Veacock**, 210 Bluewater Cove  
**Claude Pickard & Linda Pickard**, 208 Bluewater Cove  
**Alexander Wrubal & Patricia Wrubal**, 206 Bluewater Cove  
**Steven Brink & Kathleen Brink**, 202 Bluewater Cove  
**Joseph Lippy III & Teresa Lippy**, 115 Lowery Ln  
**William Mason**, 117 Lowery Ln  
**Roland Waters & Kimberly Waters**, 119 Lowery Ln  
**Kevin Miller**, 121 Lowery Lane  
**Jeffrey Brewer & Teresa Brewer**, 123 Lowery Ln  
**Andrew Gauzza & Judy Gauzza**, 125 Lowery Ln  
**Omar Suder & Maria Suder**, 127 Lowery Ln, 124 Lowery Ln  
**Scott Murray & LeeAnn Murray**, 129 Lowery Ln  
**Susan Goines**, 131 Lowery Lane  
**Tony Fox & Stephanie Fox**, 130 Lowery Ln  
**William Swinney & Gail Swinney**, 128 Lowery Ln  
**Whitney Brewer**, 122 Lowery Ln  
**Family Freedom Group**, 120 Lowery Ln  
**Scott Walker & Holly Walker**, 114 Lowery Ln  
**John Wall & Pamela Wall**, 112 Lowery Ln  
**Mary Burke**, 104 Lowery Ln

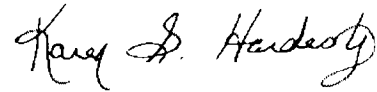
FOR REGISTRATION REGISTER OF DEEDS

Karen S. Hardesty  
Carteret County, NC  
August 7, 2023 12:26:44 PM

ADMT # Pages: 8

Fee: \$256.00 NC Revenue Stamp: \$0.00

FILE # 1806062



Prepared by Michael Lincoln, P.A.  
Attorney at Law  
P.O. Box 4130  
Emerald Isle, NC 28594

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

THIS AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS is hereby made this 1 day of August, 2023, effective May 6, 2023, the date of the Annual Meeting of the Association.

BLUEWATER COVE HOMEOWNERS ASSOCIATION, INC.

147 White Heron Lane  
Swansboro, NC 28584  
Carteret County, North Carolina

FOURTH AMENDMENT TO THE DECLARATION  
OF COVENANTS, RESTRICTIONS AND  
EASEMENTS FOR BLUEWATER COVE SUBDIVISION

The GRANTORS are all of the current homeowners in Bluewater Cove Subdivision, as set out in Schedule "A" attached hereto and incorporated herein as if fully out along with BLUEWATER COVE HOMEOWNERS ASSOCIATION INC.

**RECITALS**

1. The initial DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS for Bluewater Cove Subdivision was recorded November 16, 2001 in Book 923, Page 684, with said subdivision set out in Map Book 30, Page 23 of the Carteret County Registry.
2. The actual first Amended for Bluewater Cove Subdivision was recorded on March 24, 2004 in Book 1046, Page 183.

Submitted electronically by "MICHAEL LINCOLN P.A."  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Carteret County Register of Deeds.

3. The next Amendment to Restrictive Covenants for Bluewater Cove Subdivision was recorded on September 11, 2009 in Book 1320, Page 497.
4. Further, the Amendment to Restrictive Covenants for Bluewater Cove Subdivision was to include Bluewater Cove Subdivision, Section Three (The Oaks at Bluewater Cove), recorded on January 29, 2009 in Book 1296, Page 334.
5. The Subsequent Amendment was actually the Third Amendment to the Declaration for Bluewater Cove Subdivision was recorded on August 21, 2020 in Book 1684, Page 165 of the Carteret County Registry.

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THIS AMENDED DECLARATION of Covenants, Restrictions, and Easement (hereinafter "Declaration") for Bluewater Cove Subdivision is hereby amended pursuant to the requirements stated in Paragraph 12 (d) "GENERAL PROVISIONS! Amendments" for 89 Lots as well as the requirements of N.C.G.S §§ 47F-1-102(c) and 47C-2-117(a) as follows:

As approved by the Members voting in the affirmative in person, by Proxy or designated ballot at the May 6, 2023 Annual Meeting of the Members of Bluewater Cove Homeowners Association, Inc.

Paragraph 3(e) now reads as follows:

*Rules of Conduct. Rules and Regulations concerning the use of the Common Properties may be promulgated and amended by the Board. Copies of such Rules and Regulations shall be furnished by the Board to each Lot Owner, and all amendments and new Rules and Regulations shall be furnished to Lot owners prior to the time that the amendment or new rule or regulation becomes effective. These rules and regulations shall also apply to the use of the ramp, piers, and associated areas. Specifically, the Association shall enforce the requirement that boats may not discharge or dispose of any sewage in the Marina. Boat length within the Marina must be in compliance with any valid CAMA permit unless otherwise expired.*

Paragraph 8(l) now reads as follows:

*Parking and Storage. All parking and storage within the Subdivision must be done in a manner that maintains harmony and avoids visual blight. Parking or storage of boats, personal watercraft, jet skis, recreational vehicles or other personal property on any undeveloped lot, the side of the road on a lot, or any other location not prescribed herein prohibited. Only one recreational non-commercial boat twenty-six (26) feet in length or less, personal watercraft, or jet skis may be parked in a residential driveway in accordance with the below subparagraph i. Only one recreational vehicle may be parked in a residential driveway in accordance with the below subparagraph ii. The parking or storage of more than one of any of the aforementioned items in a residential driveway is not allowed.*

*(i) Boats, Personal Watercraft and Jet Skis. One recreational non-commercial boat twenty-six (26) feet in length or less, personal watercraft or jet skis that are in good repair, operational and with current registration, may be parked to the side of the residence in the driveway, with the forward most edge of the trailer tongue no nearer the road than the front of the house. If the residence does not have a driveway extending along its side, the same may be parked in the driveway in front of the house as close to the house as reasonably possible. Any boats, personal watercraft or jet skis stored within the Subdivision must be loaded on a trailer designed for the craft, and the trailer must also be in good repair, operational and with current registration. Accessory equipment including, but not limited to, life preservers, PFDS, coolers, fishing poles, towels, etc., shall be stowed out of sight from the road or neighbors so that the property appears neat and well kept.*

*(ii) Recreation vehicles. One recreational vehicle that is operational, in good repair, and with current registration, may only be stored in residential driveways that extend along the side of the residence, with the forward edge of the vehicle no nearer the road than the front of the house and nowhere else on the lot. A recreational vehicle is defined as a vehicle designed for temporary camping, traveling, or recreational use that has its own source of power or is towed and no others. Habitation of a Recreational Vehicle as a dwelling within the Association is prohibited.*

*(iii) Utility Trailers, Empty Boat or Watercraft Trailers and Other Personal Property. Except as provided herein, no utility trailer, empty boat, watercraft trailer or other personal property will be allowed to be stored within the Subdivision unless the same is kept in an enclosed garage or storage area provided for such storage within the Subdivision and in accordance with paragraph 10 of these Covenants.*

Paragraph 10 now reads as follows:

*Storage Areas. Storage Area 1 is located South of the area labeled "Reserved for Septic System and all components and Cemetery Access" as shown on the Bluewater Cove Subdivision Revised Final of Phase One, Revised Final for Phase Two Plat. Storage Area 2 is labeled "Septic Repair Area and Temporary Boat Storage Area for Phase Three" as shown on the Final of Phase Three The Oaks at Bluewater Cove Subdivision Plat. Storage area 1 may be used by all lot owners for the storage of recreational non-commercial boats twenty-six (26) feet in length or less, personal watercraft, jet skis, and enclosed cargo trailers, and utility trailers. Upon removal of trees from Storage Area 2, this area may also be used by all lot*



owners for the storage of recreational vehicles and enclosed cargo trailers. Items stored in either area must be in good repair, operational and with current registration. In the event Carteret County Health Department or other appropriate government agency deems Storage 2 as being necessary to utilize for septic system purposes, all items located in storage 2 shall immediately be removed by the owning member. Storage Area 1 shall then be expanded to accommodate storage for all lot owners. Any boat, personal watercraft or jet skis stored must be loaded on a trailer designed for the craft, and the trailer must also be in good repair, operational and with current registration. Each lot is granted one space within one of the two storage areas on a first come, first served basis. The storage of any other items, to include passenger vehicles or any other personal property, is not allowed in either storage area. Any item stored within either storage area that is not in compliance, considered abandoned, or causing visual blight is subject to removal by the Association at the member's expense thirty (30) days after notification of violation has been given in accordance with the Associations By-Laws if the violation is not resolved.

BLUEWATER COVE HOMEOWNER'S ASSOCIATION, INC.

BY: Andy Gauzza  
ANDY GAUZZA, President

STATE OF NORTH CAROLINA COUNTY OF CARTERET

I, Shannon Parker, a Notary Public of the state and county aforesaid, certify that ANDY GAUZZA personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 15<sup>th</sup> day of August, 2023.

SHANNON PARKER  
NOTARY PUBLIC  
CARTERET COUNTY, NC

Shannon Parker  
Notary Public

My Commission expires: 04-11-2024

## Bluewater Cove Homeowners Association, Inc.

### Schedule "A" Record Owners

| Owner                                    | Property             | Lot # | Mailing Address                                     | Phone | Email |
|--|----------------------|-------|---|-------|-------|
| John & Jenesa Styron                     | 101 White Heron Lane | 1     | 101 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| Soundside Properties, LLC                | 103 White Heron Lane | 2     | 101 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| Diane Lusk                               | 105 White Heron Lane | 3     | 105 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| Kenneth & Jerri Suggs                    | 107 White Heron Lane | 4     | 13108 Meadow Ridge Drive<br>Rougemont, NC 27572     |       |       |
| Rubylene Lambert (ICO<br>Rodney Lambert) | 109 White Heron Lane | 5     | PO Box 104<br>Calypso, NC 28325                     |       |       |
| Candice & Clarence<br>Gardner Jr.        | 111 White Heron Lane | 6     | 111 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| Aaron & Brooke Pollard                   | 113 White Heron Lane | 7     | 113 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| Howard & Ruth Pinner                     | 115 White Heron Lane | 8     | 115 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| Shay & Susan Lorencz                     | 117 White Heron Lane | 9     | 117 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| Rickey & Denise Suggs                    | 119 White Heron Lane | 10    | 1829 Cole Mill Road<br>Durham, NC 27712             |       |       |
| Darien Teague & Amanda<br>Baer           | 121 White Heron Lane | 11    | 826 Shadowridge Road<br>Jacksonville, NC 28546      |       |       |
| Bluewater Cove                           | 123 White Heron Lane | 12    | PO Box 4340<br>Emerald Isle, NC 28594               |       |       |
| Bluewater Cove                           | 125 White Heron Lane | 13    | PO Box 4340<br>Emerald Isle, NC 28594               |       |       |
| Stephen Kloth                            | 127 White Heron Lane | 14    | 11850 Waterstone Loop Drive<br>Windermere, FL 34786 |       |       |
| Julia Weber                              | 129 White Heron Lane | 15    | PO Box 2169<br>Fairfax, VA 22031                    |       |       |
| Shaun & Amy Short                        | 131 White Heron Lane | 16    | 131 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| Russell Padgett                          | 133 White Heron Lane | 17    | 133 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| Lee Ann & Scott Murray                   | 135 White Heron Lane | 18    | 29936 Clear Water Dr<br>Canyon Lake, CA 92532       |       |       |
| Jay & Deborah Whalen                     | 137 White Heron Lane | 19    | 137 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| William & Brigid Barrett                 | 139 White Heron Lane | 20    | 139 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| William & Carol Scull                    | 141 White Heron Lane | 21    | 141 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| Michael & Jessica<br>Serardini           | 136 White Heron Lane | 25    | 136 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| Mark and Lisa Johnston                   | 134 White Heron Lane | 26    | 134 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| Philip & Paige Eilertson                 | 132 White Heron Lane | 27    | 132 White Heron Lane<br>Swansboro, NC 28584         |       |       |
| Rand Derek Baith                         | 130 White Heron Lane | 28    | 130 White Heron Lane<br>Swansboro, NC 28584         |       |       |

|                                |                      |    |  |  |  |
|--------------------------------|----------------------|----|--|--|--|
| Sam & Donna C. Harrell         | 128 White Heron Lane | 29 | 128 White Heron Lane<br>Swansboro, NC 28584            |  |  |
| Kevin & Angie Zachary          | 126 White Heron Lane | 30 | 126 White Heron Lane<br>Swansboro, NC 28584            |  |  |
| Brian & Lindsey Davis          | 124 White Heron Lane | 31 | 124 White Heron Lane<br>Swansboro, NC 28584            |  |  |
| Dan & Lorna Alderson           | 122 White Heron Lane | 32 | 122 White Heron Lane<br>Swansboro, NC 28584            |  |  |
| Ed & Linda Auld                | 120 White Heron Lane | 33 | 120 White Heron Lane<br>Swansboro, NC 28584            |  |  |
| Mike & Becky Brown             | 118 White Heron Lane | 34 | 118 White Heron Lane<br>Swansboro, NC 28584            |  |  |
| Brian & Teresa Walker          | 116 White Heron Lane | 35 | 116 White Heron Lane<br>Swansboro, NC 28584            |  |  |
| Steve and Debbie Hildt         | 114 White Heron Lane | 36 | 114 White Heron Lane<br>Swansboro, NC 28584            |  |  |
| Donna Barclay                  | 112 White Heron Lane | 37 | 9412 Palm Bay Circle<br>Raleigh, NC 27617              |  |  |
| Sammy & Carrie Cassou          | 110 White Heron Lane | 38 | 110 White Heron Lane<br>Swansboro, NC 28584            |  |  |
| Leila Robinson                 | 201 Bluewater Cove   | 39 | 201 Bluewater Cove<br>Swansboro, NC 28584              |  |  |
| Chris Rosetti                  | 203 Bluewater Cove   | 40 | 203 Bluewater Cove<br>Swansboro, NC 28584              |  |  |
| Jim & Margo Hickman            | 205 Bluewater Cove   | 41 | 205 Bluewater Cove<br>Swansboro, NC 28584              |  |  |
| Megan & Donovan<br>Carlton     | 207 Bluewater Cove   | 42 | 495 West Firetower Rd.<br>Swansboro, NC 28584          |  |  |
| Ricky Taylor                   | 209 Bluewater Cove   | 43 | 209 Bluewater Cove<br>Swansboro, NC 28584              |  |  |
| Christopher & Christine<br>Cox | 303 Duck Haven       | 44 | 303 Duck Haven<br>Swansboro, NC 28584                  |  |  |
| Christopher & Christine<br>Cox | 305 Duck Haven       | 45 | 303 Duck Haven<br>Swansboro, NC 28584                  |  |  |
| Mark & Frances Warren          | 307 Duck Haven       | 46 | 307 Duck Haven<br>Swansboro, NC 28584                  |  |  |
| Martin & Judy Harrell          | 309 Duck Haven       | 47 | 309 Duck Haven<br>Swansboro, NC 28584                  |  |  |
| Jonathan Lennon                | 308 Duck Haven       | 48 | 308 Duck Haven<br>Swansboro, NC 28584                  |  |  |
| Chris & Amanda Madden          | 306 Duck Haven       | 49 | 304 Duck Haven<br>Swansboro, NC 28584                  |  |  |
| Chris & Amanda Madden          | 304 Duck Haven       | 50 | 304 Duck Haven<br>Swansboro, NC 28584                  |  |  |
| Gregory & Kelly Clarke         | 215 Bluewater Cove   | 51 | 722 Cedar Point Blvd PMB 317<br>Cedar Point , NC 28584 |  |  |
| Aric Lee Oostra                | 217 Bluewater Cove   | 52 | 217 Bluewater Cove<br>Swansboro, NC 28584              |  |  |
| Noel Jackson                   | 219 Bluewater Cove   | 53 | 219 Bluewater Cove<br>Swansboro, NC 28584              |  |  |
| Jay & Jessica Ferguson         | 223 Bluewater Cove   | 54 | 223 Bluewater Cove<br>Swansboro, NC 28584              |  |  |
| Tracey Watson                  | 228 Bluewater Cove   | 55 | 228 Bluewater Cove<br>Swansboro, NC 28584              |  |  |
| Gus and Cindy Gustafson        | 226 Bluewater Cove   | 56 | 226 Bluewater Cove<br>Swansboro, NC 28584              |  |  |

|   |                    |        |  |  |  |
|---|--------------------|--------|--|--|--|
| Evelyn Roberts                                    | 224 Bluewater Cove | 57     | 417 Palace Green<br>Cary, NC 27518             |  |  |
| Jason & Carrie Hunt                               | 222 Bluewater Cove | 58     | 222 Bluewater Cove<br>Swansboro, NC 28584      |  |  |
| John & Kira Boyd                                  | 220 Bluewater Cove | 59     | 220 Bluewater Cove<br>Swansboro, NC 28584      |  |  |
| Teresa & Acacio Mello                             | 218 Bluewater Cove | 60     | 13 DaCosta Dr<br>Newington, CT 06111           |  |  |
| Shane & Jaclyn Powell                             | 216 Bluewater Cove | 61     | 216 Bluewater Cove<br>Swansboro, NC 28584      |  |  |
| Brenda Futral                                     | 214 Bluewater Cove | 62     | 214 Bluewater Cove<br>Swansboro, NC 28584      |  |  |
| Jeff & Anne Scott                                 | 212 Bluewater Cove | 63     | 212 Bluewater Cove<br>Swansboro, NC 28584      |  |  |
| James & Kathleen<br>Veacock                       | 210 Bluewater Cove | 64     | 210 Bluewater Cove<br>Swansboro, NC 28584      |  |  |
| Mike & Linda Pickard                              | 208 Bluewater Cove | 65     | 208 Bluewater Cove<br>Swansboro, NC 28584      |  |  |
| Alex & Patty Wrubel                               | 206 Bluewater Cove | 66     | 325 Silver Landing Road<br>Swansboro, NC 28584 |  |  |
| Steven & Kathy Brink                              | 204 Bluewater Cove | 67     | 204 Bluewater Cove<br>Swansboro, NC 28584      |  |  |
| Steven & Kathy Brink                              | 202 Bluewater Cove | 68     | 204 Bluewater Cove<br>Swansboro, NC 28584      |  |  |
| Robert Dawson, III &<br>Michelle Dawson, Trustees | 105 Lowery Lane    | 70     | 2765 Cockspur Lane Dumfries, VA<br>22026       |  |  |
| Donna Barclay                                     | 111 Lowery Lane    | 71, 72 | 9412 Palm Bay Circle<br>Raleigh, NC 27617      |  |  |
| Donna Barclay                                     | 113 Lowery Lane    | 73     | 9412 Palm Bay Circle<br>Raleigh, NC 27617      |  |  |
| Josh & Teresa Lippy                               | 115 Lowery Lane    | 74     | 115 Lowery Lane<br>Swansboro, NC 28584         |  |  |
| William Mason                                     | 117 Lowery Lane    | 75     | 117 Lowery Lane<br>Swansboro, NC 28584         |  |  |
| Rowland & Kimberly<br>Waters                      | 119 Lowery Lane    | 76     | 118 Lowery Ln Swansboro,<br>NC 28584           |  |  |
| Kevin & Shannon Miller                            | 121 Lowery Lane    | 77     | 121 Lowery Lane<br>Swansboro, NC 28584         |  |  |
| Jeffrey & Teresa Brewer                           | 123 Lowery Lane    | 78     | 123 Lowery Lane<br>Swansboro, NC 28584         |  |  |
| Andrew & Judith Gauzza                            | 125 Lowery Lane    | 79     | 125 Lowery Lane<br>Swansboro, NC 28584         |  |  |
| Dale & Lucy Suder                                 | 127 Lowery Lane    | 80     | 127 Lowery Lane<br>Swansboro, NC 28584         |  |  |
| Lee Ann & Scott Murray                            | 129 Lowery Lane    | 81     | 29936 Clear Water Dr<br>Canyon Lake, CA 92532  |  |  |
| Susan Goines                                      | 131 Lowery Lane    | 82     | 131 Lowery Lane<br>Swansboro, NC 28584         |  |  |
| Tony & Stephanie Fox                              | 130 Lowery Lane    | 83     | 130 Lowery Lane<br>Swansboro, NC 28584         |  |  |
| Holly & James Altman Jr                           | 128 Lowery Lane    | 84     | 141 Junius Drive<br>Newport, NC 28570          |  |  |
| Russell & Angela Padgett                          | 126 Lowery Lane    | 85     | 133 White Heron Lane<br>Swansboro, NC 28584    |  |  |
| Susan Goines                                      | 124 Lowery Lane    | 86     | 131 Lowery Lane<br>Swansboro, NC 28584         |  |  |

|                              |                 |    |   |  |  |
|------------------------------|-----------------|----|---|--|--|
| Kevin McCann                 | 122 Lowery Lane | 87 | 163 Midessa Dr Middletown, DE<br>19709      |  |  |
| Matthew & Christine Pugh     | 120 Lowery Lane | 88 | 321 Catamaran Rd Swansboro, NC<br>28584     |  |  |
| Rowland & Kimberly<br>Waters | 118 Lowery Lane | 89 | 118 Lowery Ln Swansboro,<br>NC 28584        |  |  |
| Zachary & Lynn Wallace       | 116 Lowery Lane | 90 | 116 Lowery Lane<br>Swansboro, NC 28584      |  |  |
| Scott & Holly Walker         | 114 Lowrey Lane | 91 | 114 Lowrey Lane<br>Swansboro, NC 28584      |  |  |
| Jason & Elizabeth Wimer      | 112 Lowery Lane | 92 | 112 Lowery Lane<br>Swansboro, NC 28584      |  |  |
| Mary Burke                   | 104 Lowery Lane | 93 | 112 White Heron Lane<br>Swansboro, NC 28584 |  |  |

FOR REGISTRATION REGISTER OF DEEDS  
Karen S. Hardesty  
Carteret County, NC  
November 2, 2023 10:12:50 AM  
ADMT # Pages: 5  
Fee: \$258.00 NC Revenue Stamp: \$0.00  
FILE # 1813061

*Karen S. Hardesty*

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

THIS AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS is hereby made this 31<sup>st</sup> day of October, 2023, effective January 16, 2021, the date of the Special Meeting of Members of the Association.

BLUEWATER COVE HOMEOWNERS ASSOCIATION, INC.

147 White Heron Lane  
Swansboro, NC 28584  
Carteret County, North Carolina

SEVENTH ACTUAL AMENDMENT TO THE DECLARATION  
OF COVENANTS, RESTRICTIONS AND  
EASEMENTS FOR BLUEWATER COVE SUBDIVISION

The GRANTORS are all of the homeowners in Bluewater Cove subdivision at the time of the Special Meeting, as set out in Schedule "A" attached hereto and incorporated herein as if fully out along with BLUEWATER COVE HOMEOWNERS ASSOCIATION INC.

RECITALS

1. The initial DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS for Bluewater Cove Subdivision was recorded November 19, 2021 in Book 923, Page 684, with said subdivision set out in Map Book 30, Page 23 of the Carteret County Registry.
2. The initial Amendment to Restrictive Covenants for Bluewater Cove Subdivision was recorded on March 24, 2004 in Book 1046, Page 183.

submitted electronically by "MICHAEL LINCOLN P.A."  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Carteret County Register of Deeds.

3. The next Amendment to Restrictive Covenants for Bluewater Cove Subdivision was recorded to include Bluewater Cove Subdivision, Section Three (The Oaks at Bluewater Cove), recorded on January 29, 2009 in Book 1296, Page 334.
4. The further Amendment to Restrictive Covenants for Bluewater Cove Subdivision was recorded on September 11, 2009 in Book 1320, Page 497.
5. The next Amendment to Restrictive Covenants for Bluewater Cove Subdivision was recorded on June 24, 2018 in Book 1609, Page 204.
6. The next Amendment to Restrictive Covenants for Bluewater Cove Subdivision was recorded on August 21, 2020 in Book 1684, Page 165 of the Carteret County Registry.
7. The most recent Amendment to Restrictive Covenants for Bluewater Cove Subdivision was recorded on August 7, 2023 in Book 1806, Page 62. Even though it was denominated as the Fourth Amendment, it was actually the Sixth Amendment.

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THIS AMENDED DECLARATION of Covenants, Restrictions, and Easements (hereinafter "Declaration") for Bluewater Cove Subdivision is hereby amended pursuant to the requirements stated in Paragraph 12 (d) "GENERAL PROVISIONS: Amendments" for the prior 89 Lots now being 87 Lots as well as the requirements of N.C.G.S 47F-1-102(c) and 47C-2-117(a) as follows:

Paragraph 1(d) now reads as follows:

"Lot" shall mean and refer to any numbered plot of land shown on any recorded Subdivision map of any portion of the properties, which numbered Lot is intended to be conveyed for the purpose of allowing construction thereon of a single-family home. Additionally, Lots 67 and 68 shall become one (1) numbered Lot, now referred to as Lot 67 on the amended recorded Subdivision map and Lots 49 and 50 shall become one (1) numbered Lot, now referred to as Lot 49 on the amended recorded Subdivision map. If an owner chose or chooses to combine multiple Lots into a single Lot, then this subsection shall not apply to that situation or combination.

This the 31<sup>st</sup> day of October, 2023

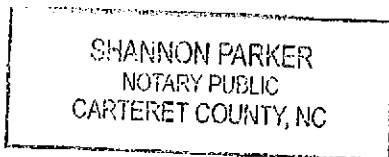
BLUEWATER COVE HOMEOWNERS ASSOCIATION, INC.

BY: Andy Gauzza

ANDY GAUZZA, President

STATE OF NORTH CAROLINA COUNTY OF CARTERET

I, Shannon Parker, a Notary Public of the state and county aforesaid, certify that ANDY GAUZZA personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 31<sup>st</sup> day of October, 2023.



Shannon Parker  
Notary Public

My Commission expires: 04/11/2024



| Bluewater Cove Homeowners Association, Inc. |                      |       |                          |                    |       |
|---|----------------------|-------|--------------------------|--------------------|-------|
| Schedule "A"                                |                      |       |                          |                    |       |
| Owner                                       | Property             | Lot # | Owner                    | Property           | Lot # |
| John & Jenesa Styron                        | 101 White Heron Lane | 1     | John Lennon              | 308 Duck Haven     | 48    |
| Soundside Properties, LLC                   | 103 White Heron Lane | 2     | Chris & Amanda Madden    | 306 Duck Haven     | 49    |
| Diane Lusk                                  | 105 White Heron Lane | 3     | Gary & Janet Reynolds    | 215 Bluewater Cove | 51    |
| Kenneth & Jerri Suggs                       | 107 White Heron Lane | 4     | Zachary Wills            | 217 Bluewater Cove | 52    |
| Rubylene Lambert (ICO Rodney Lambert)       | 109 White Heron Lane | 5     | Charles & Geraldine Delu | 219 Bluewater Cove | 53    |
| Shannon & Sarah Plaut                       | 111 White Heron Lane | 6     | Jay & Jessica Ferguson   | 223 Bluewater Cove | 54    |
| Aaron & Brooke Pollard                      | 113 White Heron Lane | 7     | Deborah Shelby           | 228 Bluewater Cove | 55    |
| Henry Gurganus                              | 115 White Heron Lane | 8     | Gus and Cindy Gustafson  | 226 Bluewater Cove | 56    |
| Shay & Susan Lorencz                        | 117 White Heron Lane | 9     | Evelyn Roberts           | 224 Bluewater Cove | 57    |
| Rickey & Denise Suggs                       | 119 White Heron Lane | 10    | Dennis & Terry & Moore   | 222 Bluewater Cove | 58    |
| Darien Teague & Amanda Baer                 | 121 White Heron Lane | 11    | John & Kira Boyd         | 220 Bluewater Cove | 59    |
| Bluewater Associates                        | 123 White Heron Lane | 12    | Teresa & Acacio Mello    | 218 Bluewater Cove | 60    |
| Bluewater Associates                        | 125 White Heron Lane | 13    | Shane & Jaclyn Powell    | 216 Bluewater Cove | 61    |
| Stephen Kloth                               | 127 White Heron Lane | 14    | Brenda Futral            | 214 Bluewater Cove | 62    |
| Julia Weber                                 | 129 White Heron Lane | 15    | Jeff & Anne Scott        | 212 Bluewater Cove | 63    |
| Shaun & Amy Short                           | 131 White Heron Lane | 16    | James & Kathleen Veacock | 210 Bluewater Cove | 64    |
| Russell Padgett                             | 133 White Heron Lane | 17    | Mike & Linda Pickard     | 208 Bluewater Cove | 65    |
| John & Barbara Ubert                        | 135 White Heron Lane | 18    | Alex & Patty Wrubel      | 206 Bluewater Cove | 66    |
| Christian & Pamela Bastin                   | 137 White Heron Lane | 19    | Steven & Kathy Brink     | 204 Bluewater Cove | 67    |
| David & Glenda Sobatta                      | 139 White Heron Lane | 20    | Bluewater Associates     | 105 Lowery Lane    | 70    |
| William & Carol Scull                       | 141 White Heron Lane | 21    | Donna Barclay            | 109 Lowery Lane    | 71    |
| Randy & Lisa Shaffer                        | 136 White Heron Lane | 25    | Donna Barclay            | 111 Lowery Lane    | 72    |
| Mark and Lisa Johnston                      | 134 White Heron Lane | 26    | Donna Barclay            | 113 Lowery Lane    | 73    |

|                             |                      |    |                           |                 |    |
|-----------------------------|----------------------|----|---------------------------|-----------------|----|
| Philip & Paige Eilertson    | 132 White Heron Lane | 27 | Josh & Teresa Lippy       | 115 Lowery Lane | 74 |
| Rand Derek Baith            | 130 White Heron Lane | 28 | William Mason             | 117 Lowery Lane | 75 |
| Sam & Donna C. Harrell      | 128 White Heron Lane | 29 | Rowland & Kimberly Waters | 119 Lowery Lane | 76 |
| Kevin & Angie Zachary       | 126 White Heron Lane | 30 | Kevin & Shannon Miller    | 121 Lowery Lane | 77 |
| Brian & Lindsey Davis       | 124 White Heron Lane | 31 | Jeffrey & Teresa Brewer   | 123 Lowery Lane | 78 |
| Dan & Lorna Alderson        | 122 White Heron Lane | 32 | Andrew & Judith Gauzza    | 125 Lowery Lane | 79 |
| Ed & Linda Auld             | 120 White Heron Lane | 33 | Dale & Lucy Suder         | 127 Lowery Lane | 80 |
| Mike & Becky Brown          | 118 White Heron Lane | 34 | Lee Ann & Scott Murray    | 129 Lowery Lane | 81 |
| Brian & Teresa Walker       | 116 White Heron Lane | 35 | Susan Goines              | 131 Lowery Lane | 82 |
| Steve and Debbie Hildt      | 114 White Heron Lane | 36 | Tony & Stephanie Fox      | 130 Lowery Lane | 83 |
| Donna Barclay               | 112 White Heron Lane | 37 | William & Gail Swinney    | 128 Lowery Lane | 84 |
| Dan Simon                   | 110 White Heron Lane | 38 | Bluewater Associates      | 126 Lowery Lane | 85 |
| Leila Robinson              | 201 Bluewater Cove   | 39 | Dale & Lucy Suder         | 124 Lowery Lane | 86 |
| Chris Rosetti               | 203 Bluewater Cove   | 40 | Whitney & Laura Brewer    | 122 Lowery Lane | 87 |
| Jim & Margo Hickman         | 205 Bluewater Cove   | 41 | Family Freedom Group LLC  | 120 Lowery Lane | 88 |
| Megan & Donovan Carlton     | 207 Bluewater Cove   | 42 | Bluewater Associates      | 118 Lowery Lane | 89 |
| Ricky Taylor                | 209 Bluewater Cove   | 43 | Bluewater Associates      | 116 Lowery Lane | 90 |
| Christopher & Christine Cox | 303 Duck Haven       | 44 | Scott & Holly Walker      | 114 Lowrey Lane | 91 |
| Christopher & Christine Cox | 305 Duck Haven       | 45 | John & Pamela Wall        | 112 Lowery Lane | 92 |
| Mark & Frances Warren       | 307 Duck Haven       | 46 | Mary Burke                | 104 Lowery Lane | 93 |
| Martin & Judy Harrell       | 309 Duck Haven       | 47 |                           |                 |    |