

FOR REGISTRATION REGISTER OF DEEDS

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BLUEWATER COVE RESTATED AND AMENDED  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

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.

PREPARED BY: Glenda Terry

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

**RESTATED AND 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 "Successor Declarant". RESTATED THE 27<sup>th</sup> DAY OF JULY 2024.

WITNESSETH:

WHEREAS, Successor Declarant is the Homeowners Association (hereinafter "HOA") 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, Initial Declarant has caused to be prepared a plan of development wherein said property subject to the same Declaration of Covenants, Restrictions and 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 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, as far 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 proper minimum side and front setbacks 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.

### 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.
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 August 21, 2020 in Book 1684, Page 165 of the Carteret County Registry.
6. 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.
7. All of the above Amendments have been incorporated into this Restatement.
8. Further, this Restated and Amended Declaration of Covenants, Restrictions and Easements for Bluewater Cove have been approved by at least sixty-seven (67) percent (%) of the current owners, and all owners are hereby setout in Schedule "A" attached hereto.

NOW, THEREFORE, for the mutual benefit of all Owners and purchasers of Lots within said Subdivision, the Successor 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 Condition, 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. It is also known as the "HOA".

(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) "Initial 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. 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.

(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 Book 923, Page 684, 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 initial Declarant had 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,

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

(b) on January 1, 2005.

3. 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. 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 3I at Page 649, Carteret County Registry.

(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 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;

(iii) 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

(iv) 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.

(b) 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.

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.

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 noncommercial boats twenty-six (26) feet in length or less, personal watercraft, jet skis and enclosed cargo trailers. Storage Area 2 may be used by all lot owners for the storage of empty boat trailers, empty watercraft 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 Area 2 as being necessary to utilize for septic system purposes, all items located in Storage Area 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 members expense thirty (30) days after notification of violation has been given in accordance with the Associations By-Laws if the violation is not resolved.

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

(d) 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.

The Association will take the foregoing actions, and such other actions as may be necessary from time to time to assure that the Subdivision complies 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 conducted in compliance with the applicable laws, 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.

(4) PROPERTY RIGHTS IN COMMON PROPERTIES. Additional Maintenance Requirements Regarding Stormwater, Sedimentation and Erosion Control 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 for phase 3, The Oaks is 5,500 square feet. The maximum built-upon area for phases 1 and 2 is 4574 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, etcetera) associated with the development except for average driveway crossings, is prohibited by any persons.
  - (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) thirty feet from the mean high-water mark.
- (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 of 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. 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.

(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 with a written request therefore, a written statement of all unpaid common expenses due from such Lot Owner.

#### **4. RESERVATION OF TITLE TO COMMON PROPERTIES.**

The Initial 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, Initial Declarant will convey the Common Properties to the Association not later than January 1, 2005, and this has occurred.

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

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

(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 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 offsite 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 offsite sewer system, connection thereto, and subsequent use, repair, maintenance, and 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, re-construction, 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 of 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 ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(f) Uniform Rate of Assessment. Upon initial issuance, both annual and special assessments must be fixed at a uniform rate for all Lots and may be offered deferred payment terms, to include monthly payments, at the discretion of the Board of Directors. Deferred payment terms for annual assessments that are paid in full before the due date within the year of issuance shall not bear interest. Deferred payment terms for special assessments may be charged a graduated interest rate from zero (0%) percent but not to exceed twelve (12%) percent per annum from the assessment due date and applied to any payments made after such due date. Special assessments may be given a discount not to exceed five (5%) percent of the amount owed if paid within 30-days of issuance and upon approval by the affirmative vote of the members having at least sixty-seven



(67%) percent of the aggregate voting interest, cast in person or by proxy at a meeting of the members duly held in accordance with the provisions of the by-laws. 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 the Association. Any annual assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of up to twelve (12%) percent per annum. Any special assessment not paid within thirty (30) days after the due date may bear a graduated interest rate from zero (0%) percent but not to exceed twelve (12%) percent per annum from the assessment due date and applied to any payments made after such due date. 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 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 a lien thereof.

(j) Declarant's Exemption. Should the Initial 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.

(i) After the Initial 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 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, the Board of Directors of the Association shall appoint a successor Member 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 the 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. The Board of Directors of the Association shall have the right to remove, with or without cause, any Member of the 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 ensure 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 of 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, or 2% of the overall project cost if greater, 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 owner, 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 or surrounding areas.

## **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 heated space of 1350 for phase 1 and 2, and 2000 for phase 3, The Oaks. 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 single family home 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 Lot's, 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. Setback requirements for the construction of any garage or accessory building as allowed by this Declaration shall be no closer to the property line than thirty (30') feet on the front (being any road) side, five (5') feet on the back or rear Lot line, and five (5') feet on either side Lot line, except for corner Lots. For corner Lot's, there shall be a

fifteen (15') foot setback requirement from any side street. If there are any other setback restrictions which supersede this Declaration, those restrictions shall take precedence. Provided, however, in the event an owner owns two (2) or more 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 multiple lots for such improvements then these setbacks shall apply only to the exterior lot lines of the lots and not include the line(s) dividing them. 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 setback provisions.

**( A)** Prior to submitting an application to the Architectural Control Committee requesting approval for the construction on two (2) or more contiguous lots, the owner must provide written acknowledgement to the Association stating they understand and acknowledge each contiguous lot will be subject to all assessments and conditions per this Declaration and the recorded Plat including any approved continuations or amendments. An application may not be submitted, nor will the Architectural Control Committee consider an application for review until the Board receives this acknowledgement in writing for recording and inclusion in association records. Furthermore, if a member chose or chooses to combine lots for administrative, deed or tax purposes and/or commissions an independent combination or recombination survey without obtaining sixty-seven (67%) percent membership approval, any such combination will not exempt a lot from being assessed per this Declaration. An independent combination or recombination of any lot conducted at the sole discretion of a member owner without obtaining the prescribed approval from the membership shall not be recognized as part of the approved Plat as a continuation or amendment. The combination of any two (2) or more contiguous lots for assessment purposes may only be considered if extenuating conditions exist on any contiguous lots preventing their individual development. Extenuating conditions include setback requirements, right of way easements and wastewater system restrictions. If wastewater treatment system limitations persist that cannot be mitigated through the installation of an alternative system or resolved through the employment of a soil scientist, the property may be considered for combination by the membership. In such a case, the owning member may petition the Board in accordance with the association by-laws requesting a meeting of members to consider the combination of lots for assessment purposes. Any such request should include supporting documentation showing proof of extenuating conditions and the inability to cure. Any such approval for combination and assessment as one shall require the affirmative vote of sixty-seven (67%) percent of the aggregate voting interest of the members, cast in person or by proxy at a meeting of the

members duly held in accordance with the provisions of the association by-laws. Any approval made by the members allowing for the combination of contiguous lots for assessment purposes shall require an update to the recorded Plat in the form of a continuation or amendment. Any such update, to include surveys and recording costs, shall be at the expense of the requesting member. There is no other condition in which any contiguous lots shall be assessed as one unless approved by sixty-seven (67%) percent membership, or the property was developed by the declarant with the intent of being assessed as one (1).

(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 approved 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 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 7/12.

(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) (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 longer driveway access.

**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 initial lease period of one (1) year with the ability to rent month-to-month to the tenant after the initial period. No other monthly or 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.

(c) Nuisances. No noxious, illegal, or offensive activities shall be conducted 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 anything 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 days 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 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 non-frost lights or bulbs. Non-glare lights must be used on piers and docks.

(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 has 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.

(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.

(1) 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 private 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 a driveway to the 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 or stored elsewhere on the property 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 private 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.

(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.

(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 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 (two wheel or four 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) Easements were granted by the Initial Declarant for the 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 was the right to grant such easements 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 also shall be five (5') feet in width over the Lots along every other boundary line. No fence or structure shall be erected within any recorded easement area unless otherwise approved by the Architectural Control Committee. Members applying to install any plantings, structures or decorative items within an easement area that would penetrate the ground shall obtain confirmation of utilities, above ground or underground, and include this information in any application to the Architectural Control Committee. The easements over Common Properties were 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 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.

**10. REVOCATION OF EARLIER DECLARATION.** The Initial 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, revokes, and declares null and voids that Declaration of record in Book 879, at Page 135 of the Carteret County Registry. This Amended Declaration completely supersedes said earlier Declaration and in the event of conflict between it and this Amended Declaration, this Amended Declaration shall prevail.

**11. ADDITIONAL PROPERTIES.** The Initial 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 Initial 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 enforce any covenant or restriction contained herein 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 provision 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 Carteret County. No such amendment shall be effective until duly recorded as previously mentioned

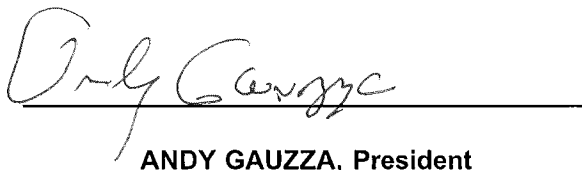
(e) Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this instrument.

(f) Construction. Whenever the context is 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.

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

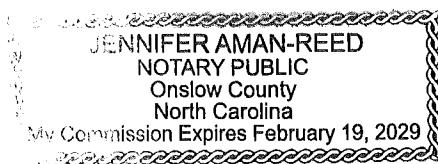
This the 2nd day of December 2024

**BLUEWATER COVE HOMEOWNERS ASSOCIATION, INC.**

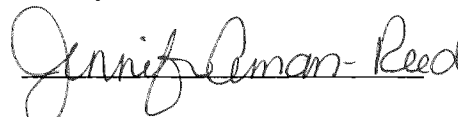
  
ANDY GAUZZA, President

**STATE OF NORTH CAROLINA COUNTY OF CARTERET**

I, Jennifer Aman-Reed, 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 2<sup>nd</sup> day of December, 2024.



Notary Public



My Commission expires:

2/19/2029

## Schedule "A"

John & Jenesa Styron	101 White Heron Lane
Soundside Properties, LLC	103 White Heron Lane
Robert & Judy Dobler	105 White Heron Lane
Rubylene Lambert (ICO Rodney Lambert)	109 White Heron Lane
Candice & Clarence Gardner Jr.	111 White Heron Lane
Aaron & Brooke Pollard	113 White Heron Lane
Howard & Ruth Pinner	115 White Heron Lane
Shay & Susan Lorencz	117 White Heron Lane
P&P Land Development	123 White Heron Lane
P&P Land Development	125 White Heron Lane
Stephen Kloth	127 White Heron Lane
Julia Weber	129 White Heron Lane
Nicholas & Jacqueline Cowell	131 White Heron Lane
Russell Padgett	133 White Heron Lane
Lee Ann & Scott Murray	135 White Heron Lane
Jay & Deborah Whalen	137 White Heron Lane
William & Brigid Barrett	139 White Heron Lane
William & Carol Scull	141 White Heron Lane
Michael & Jessica Sermarini	136 White Heron Lane
Mark and Lisa Johnston	134 White Heron Lane
Philip & Paige Eilertson	132 White Heron Lane
Rand Derek Baith	130 White Heron Lane
Sam & Donna C. Harrell	128 White Heron Lane
Kevin & Angie Zachary	126 White Heron Lane
Tom & Glenda Terry	124 White Heron Lane
Dan & Lorna Alderson	122 White Heron Lane
Ed & Linda Auld	120 White Heron Lane
Mike & Becky Brown	118 White Heron Lane
Brian & Teresa Walker	116 White Heron Lane
Steve and Debbie Hildt	114 White Heron Lane
Sammy & Carrie Cassou	110 White Heron Lane
Leila Robinson	201 Bluewater Cove
Bret & Elizabeth Benton	203 Bluewater Cove
Margo Hickman	205 Bluewater Cove
Christopher & Christine Cox	303 Duck Haven
Christopher & Christine Cox	305 Duck Haven
Mosca, Lucy	307 Duck Haven
Martin & Judy Harrell	309 Duck Haven
Franklin (Hank) and Vickie Weiland	308 Duck Haven
Chris & Amanda Madden	306 Duck Haven
Gregory & Kelly Clarke	215 Bluewater Cove
Aric Lee & Nikki Oostra	217 Bluewater Cove
Harry Lee Brooks, II	219 Bluewater Cove
Jay & Jessica Ferguson	223 Bluewater Cove
Tracey Watson	228 Bluewater Cove
Cus and Cindy Gustafson	226 Bluewater Cove

Evelyn Roberts	224 Bluewater Cove
Jason & Carrie Hunt	222 Bluewater Cove
John & Kira Boyd	220 Bluewater Cove
Shane & Jaclyn Powell	216 Bluewater Cove
Brenda Futral	214 Bluewater Cove
Jeff & Anne Scott	212 Bluewater Cove
Brookie & Dustin Stanley	210 Bluewater Cove
Mike & Linda Pickard	208 Bluewater Cove
Alex & Patty Wrubel	206 Bluewater Cove
Steven & Kathy Brink	204 Bluewater Cove
Robert Dawson, III & Michelle Dawson, Trustees	105 Lowery Lane
William Mason	117 Lowery Lane
Rowland & Kimberly Waters	119 Lowery Lane
Jeffrey & Teresa Brewer	123 Lowery Lane
Andrew & Judith Gauzza	125 Lowery Lane
Dale & Lucy Suder	127 Lowery Lane
Lee Ann & Scott Murray	129 Lowery Lane
Susan Goines	131 Lowery Lane
Tony & Stephanie Fox	130 Lowery Lane
RHC Construction	126 Lowery Lane
Susan Goines	124 Lowery Lane
Rowland & Kimberly Waters	118 Lowery Lane
Zachary & Lynn Wallace	116 Lowery Lane
Scott & Holly Walker	114 Lowery Lane
Jason & Elizabeth Wimer	112 Lowery Lane