

## 2025 Covenants Proposal – Draft Version # 3

Please disregard the formatting, as it will be corrected during the final version conversion process.

**Red** text is new language.

**Orange** text incorporates Section 6 Homeowners Covenants language.

~~Strikethrough~~ text will be deleted.

**Highlighted** sections will need attorney review for approval of the technical language.

**Highlighted** sections are changes or additions to the Draft 2 language.

Notes and commentary are in purple for review explanation only.

### Background Information From the Attorney:

The **Declaration of Covenants** establishes the Association and serves as its highest governing document, essentially acting as a contract between the owners and the HOA. Its primary purpose is to outline what owners can and cannot do on their own property. Declarations are initially created by the original developer and subsequently approved by owners to meet a community's specific needs. It's important to note that statutory changes don't necessarily require Declaration updates. North Carolina statutes governing planned communities are either mandatory or not. If mandatory, those statutes override conflicting provisions in the Declaration so that such documents don't have to be constantly tweaked. By statute, Declaration amendments require approval from at least 67% of all owners in the community.

**Bylaws** are the governing document for the Association. They establish operational rules, including the timing of the annual meeting, quorum requirements, the number of Board members, their terms of service (and whether these terms are staggered), and election procedures. Most original association Bylaws tend to be rather corporate in nature. A Bylaws revision is easier to adopt because it typically only requires a majority vote of members at a meeting or by written ballot.

**Articles of Incorporation** are filed with the Secretary of State's office and officially establish the Association as a nonprofit corporation. Generally, the Articles tend not to contain information that requires change, but it's worth taking a look.

*Note: This also requires updating to reflect a change in the HOA's name, as the official name only refers to "Section One." And the contacts currently listed are no longer involved in the HOA.*

**Rules and Regulations** are adopted by the Board and govern the use of common areas, such as pools, parks, or private roads. Because the Association is a corporation, the Board has authority over common area property. A majority vote of the Board can adjust such rules, provided they don't conflict with the Declaration.

To summarize, different types of changes are addressed in different governing documents. If the Association wishes to establish or modify rental restrictions or short-term rental guidelines for lots, those belong in the Declaration. If the issue relates to governance, such as Board size or term limits, those are addressed in the bylaws. For matters related to common areas, such as rules on private roads or whether dogs must be leashed in a common area park, the Board has the authority to adopt or modify Rules and Regulations.

**To regulate those on a lot, a Declaration amendment would be required. Allowing fees charged to an owner for enforcement requires supporting language in the Declaration.**

## EXHIBIT "A"

### NORTH CAROLINA CARTERET COUNTY

#### AMENDED DECLARATION OF COVENANTS, RESERVATIONS AND RESTRICTIONS OF WHITE OAK BLUFF SUBDIVISION IDENTIFIED AS SECTIONS ONE, TWO, THREE, FOUR, AND FIVE **AND SIX.**

~~The owners of White Oak Bluff Subdivision in order to assure development in accordance with a uniform scheme, to insure the use of all lots in said subdivision as attractive residential lots, to prevent nuisances, and to prevent the impairment of the attractiveness of the property in order to insure to each lot owner full enjoyment of his property both in use and in maintained and increased value thereof, hereby sets forth covenants, reservations, and restrictions which shall run with the land and shall bind and inure to the benefit of the purchasers, their respective heirs, personal representations, successors and assigns.~~

The White Oak Bluff Homeowners Association, Inc., a North Carolina nonprofit corporation, pursuant to authority granted by its governing documents and by a vote of over sixty-seven percent (67%) of the lot owners in Sections One through Six, hereby declares the following Amended Declaration of Covenants, Reservations, and Restrictions, to assure development in accordance with a uniform scheme, to ensure the use of all lots in said subdivision as attractive residential lots, to prevent nuisances, and to prevent the impairment of the attractiveness of the property to insure to each lot owner full enjoyment of his property both in use and in maintained and increased value thereof, and which shall run with the land and be binding upon and inure to the benefit of all current and future owners, their heirs, personal representatives, successors, and assigns.

~~The property to which the hereinafter mentioned covenants, reservations and restrictions shall apply is known as White Oak Bluff Subdivision which comprises: Section One as shown on that plat of White Oak Bluff Subdivision prepared by J.P. McLean Engineering Associates, of record in Map Book 21, pages, 88 and 88A, Carteret County Registry; Section Two and Three, as shown on those plats of White Oak Bluff Subdivision prepared by J.P. McLean Engineering Associates, of record in Map Book 25, pages 76 and 76A (as amended by Map Book 25, page 103), and Map Book 25, page 84, Carteret County Registry; Section Four which includes Lots 88, 89, 93 and 94, recombination of Lots 88 & 89, White Oak Bluff Section Four, as shown on that plat of White Oak Bluff Section Four prepared by Prestige Engineering and Land Surveying, P.A., of record in Map Book 28 page 445, Carteret County Registry; Section Four which includes Lots 90, 91, 92, and 95, Recombination of lots 90, 91 and 92, White Oak Bluff Section Four, as shown on that plat of White Oak Bluff Section Four prepared by Prestige Engineering and Land Surveying, P.A., of record in Map Book 28 page 461, Carteret County Registry; and Section Five which includes all of lots 96, 97, and 98, as shown on that plat of White Oak Bluff Section V prepared by Alan Bell Surveying, P.A., of record in Map Book 28, page 994, Carteret County Registry.~~

The real property subject to these covenants is known as the White Oak Bluff Subdivision, consisting of the following sections as recorded in the Carteret County Registry:

- **Section One:** As shown on the plat of White Oak Bluff Subdivision prepared by J.P. McLean Engineering Associates, recorded in Map Book 21, pages 88 and 88A.
- **Sections Two and Three:** As shown on the plats of White Oak Bluff Subdivision prepared by J.P. McLean Engineering Associates, recorded in Map Book 25, pages 76 and 76A (as amended by Map Book 25, page 103), and Map Book 25, page 84.

- **Section Four:**
  - Lots 88, 89, 93, and 94, recombination of Lots 88 and 89, as shown on the plat prepared by Prestige Engineering and Land Surveying, P.A., recorded in Map Book 28, page 445.
  - Lots 90, 91, 92, and 95, recombination of Lots 90, 91, and 92, as shown on the plat prepared by Prestige Engineering and Land Surveying, P.A., recorded in Map Book 28, page 461.
- **Section Five:** Lots 96, 97, and 98, as shown on the plat of White Oak Bluff Section V prepared by Alan Bell Surveying, P.A., recorded in Map Book 28, page 994.
- **Section Six:** Lots 99 through 107, located along Red Oak Drive, as shown on the plat of White Oak Bluff Section VI prepared by Alan Bell Surveying, P.A., recorded in Map Book 30, page 670.

~~These covenants, reservations and restrictions were amended to replace preceding covenants, reservations, and restrictions separately governing SECTIONS ONE, TWO, THREE, FOUR, AND FIVE. These amended covenants, reservations, and restrictions were adopted by a vote of over 67 percent of the lot owners in the respective SECTIONS, replacing all previous covenants, reservations, and restrictions and became effective on the recording date of this document in accordance with Article VII herein. Notwithstanding the foregoing, any construction or activity which was conducted in accordance with the previous covenants, reservations, or restrictions and are existing upon the recording of these Amendments are not affected by these amended covenants, reservations, and restrictions.~~

These amended covenants, reservations, and restrictions replace and supersede all prior covenants, reservations, restrictions, and amendments previously applicable to Sections One through Six of the White Oak Bluff Subdivision. They become effective upon the recording of this document in the Carteret County Registry, in accordance with the procedures set forth in Article VI herein.

Grandfather Clause: Any construction or activity lawfully undertaken in compliance with previously recorded covenants, reservations, or restrictions, and existing as of the recording date of this Amended Declaration, shall not be affected by the adoption of these amended provisions.

## EXHIBIT "A"

**Note: Exhibit A is informational only and will be included with the filing of the final version of the Covenants. The changes are solely for technical compliance purposes and will be reviewed and finalized by the attorney.**

## EXHIBIT "B"

### Property Owned by the HOA

Description	Tract	PIN	Book	Page	Address	Year	Deed Type
Red Oak Drive	3	536704620353000	30	270		2009	Non Warranty
Peninsula	2	536602791613000	25	75		2009	Non Warranty
Drainage Area	1	536704614778000	25	76B	200 WOB	2009	Non Warranty
Island	4	536704618158000	7	85		2009	Non Warranty
River Picnic Area (Common Area)	2	536703423275000	21	88A, 88B	100 WOB	1990	Warranty
Boat Ramp Road (Common Area)	3	No PIN				1990	Warranty
Boat Ramp (Common Area)	1	536602591688000	21	88A, 88B	144B WOB	1990	Warranty

## EXHIBIT "B"

The official name of the HOA is currently **"White Oak Bluff Subdivision Section One Owners Assoc."**

Although past covenants changed the name on the document, it has never been officially updated with the Department of State. Therefore, we must update it before finalizing the revised Covenants to reflect the official name recognized by the State Department and IRS.

Proposed Name: **White Oak Bluff Homeowners Association, Inc.**

The first question on the proxy form will ask you to approve this official name change.

**White Oak Bluff Homeowners Association, Inc.  
Governing Documents (Covenants)**

**Revised and Adopted xx/xx/2026**

The covenants, reservations and restrictions are as follows:

**ARTICLE I**

**DEFINITIONS:**

**(Note: These will be alphabetized in the final version.)**

The following words or ~~and~~ phrases, as ~~when~~ used in this instrument ~~Declaration~~ or any amendment hereto, shall have the following meanings ~~set forth below~~, unless the context shall prohibit such meaning ~~clearly requires otherwise~~:

1. **Front Lot Line:** The front lot line of all Lots shall be the ~~side of the lot facing White Oak Bluff Road for Sections One through Five; and the side of the lot facing Red Oak Drive for Section Six.~~
2. **Back Lot Line:** The property line ~~directly~~ opposite the front ~~Lot~~ line.
3. **Single-family:** A residential structure intended and constructed for collective use by one ~~household or more persons but excluding structures containing two or more separate areas, each of which contains separate living, sleeping, bath and food preparation areas for occupancy by unrelated persons or groups of persons. This excludes structures that contain two or more separate areas, each with its own living, sleeping, bathing, and food preparation facilities designed for occupancy by unrelated persons or groups.~~
4. **Association:** The ~~White Oak Bluff Subdivision~~ **Homeowners Association, Inc.**, a North Carolina nonprofit corporation established to manage and maintain the common areas and enforce the covenants, reservations, and restrictions applicable to the White Oak Bluff Subdivision, Sections One through Six. The Association is composed of all lot owners within the Subdivision and operates in accordance with its Articles of Incorporation, Bylaws, and this Declaration. The Association is the successor in interest to the original Declarant and now holds all authority and responsibilities formerly exercised by the Declarant, including the governance of the Subdivision, oversight of architectural control, enforcement of restrictions, and maintenance of the common areas.
5. **Owner:** The record owner, whether one or more ~~individuals persons~~ or entities, ~~of holding fee simple title to any Lot within the Subdivision. The term "Owner" shall not include persons or entities holding an interest solely as security for an obligation (e.g., a mortgagee or deed of trust beneficiary), unless and until such party acquires title through foreclosure, deed in lieu of foreclosure, or similar action.~~
6. ~~Declarant: James D. Guthrie, Harold R. Comer, Wayne D. Comer, Tony G. McNeil, John P. McLean and White Oak River Properties, Inc., and Hadnot Investment Group.~~

**6. Residential:** Use for private, non-commercial purposes.

**7. Lot:** Any numbered parcel of land within the White Oak Bluff Subdivision, Sections One through Six, as shown on the recorded plats referenced in this Declaration, whether improved or unimproved, and intended for residential use. Each Lot is considered a separate parcel for purposes of ownership, assessment, and voting within the Association. (Exhibit A)

**8. Accessory Structure:** An Accessory Structure is a subordinate building or structure located on a lot with or without a principal dwelling and the use of which is incidental to, and customarily associated with, primary residential use of the property. All Accessory Structures must comply with all applicable setback, height, and size requirements as defined by local ordinances or community covenants.

Common examples include, but are not limited to:

- Detached garages
- Storage sheds
- Garden or tool sheds
- Gazebos
- Greenhouses
- Workshops
- Carports
- Pool houses

**9. Common Areas:** All real property and improvements thereon owned by the Association for the common use and benefit of the Owners, as designated as Common Area on recorded plats or deeds. The Common Areas were conveyed to the Association on June 7, 1990. (Exhibit B)

**10. Access Road:** The roadway adjacent to the Front Lot Line: White Oak Bluff Road for Lots with White Oak Bluff postal addresses, and Red Oak Drive for Lots with Red Oak Drive postal addresses.

**11. Governing Documents:** Collectively, this Declaration of Covenants, Reservations, and Restrictions (as amended), the Articles of Incorporation of the Association, the Association's Bylaws, and any duly adopted rules, regulations, architectural guidelines, or policies established by the Board of Directors, as may be amended from time to time.

**11. Original 5-Acre Lots:** The original lots known as "Section Six" bordering Red Oak Drive, and any other lots 4.9 acres or greater, established and deeded prior to 2010.

**12. Declarant:** The original developers of the White Oak Bluff Subdivision—**James D. Guthrie, Harold R. Comer, Wayne D. Comer, Tony G. McNeil, John P. McLean, White Oak River Properties, Inc., and Hadnot Investment Group**—were collectively designated as the "Declarant" under the original recorded Declaration of Covenants, Conditions, and Restrictions. Upon the completion of development for all sections (Sections One through Six) and the transfer of ownership of the common areas to the White Oak Bluff Homeowners Association, Inc. on **June 7, 1990**, and the other HOA owned properties and right of ways in 2009, all rights, titles, and interests of the original Declarants were fully relinquished and succeeded to **the White Oak Bluff Homeowners Association, Inc.** The HOA now holds all powers, duties, and responsibilities formerly exercised by the original Declarants, and no original developer retains any Declarant rights or authority.



## ARTICLE II

### **BUILDING USE AND RESTRICTIONS:**

~~Lots in White Oak Bluff Subdivision shall be solely for residential purposes. Only single family residences shall be allowed, and only one (1) single family residence shall be erected on any one lot. No commercial or business activity shall be permitted on any lot except that owners may maintain private offices within their homes, provided such offices are not used for the purpose of serving the public, clients, patients, or customers. No business or professional signs may be erected within the subdivision.~~

#### **Section 1. Use Restrictions**

Only single-family residences shall be permitted within the community, and no more than one (1) single-family dwelling may be constructed on any individual lot. Commercial or business activities and buildings are prohibited on all lots. However, owners may maintain private workspaces or home offices within their residences, provided such spaces are not used to conduct business with the public or to receive clients, patients, or customers on the premises.

## ARTICLE III

### **BUILDING RESTRICTIONS:**

- ~~1. Set back requirements: No part of any structure of any kind, excluding fences and driveways, shall be erected or permitted to remain on any lot which is located nearer to the front boundary line (front lot line) or nearer to the rear boundary line (back lot line) or nearer to any side boundary line (side lot line) than as set out in that plat of the White Oak Bluff Subdivision recorded in Map Book 21 pages 88 and 88A, Carteret County Registry; Map Book 25, page 103, and map Book 25, page 84, Carteret County Registry; Map Book 28, page 994, Carteret County Registry and in Map Book 30, page 670, Carteret County Registry. Moreover, all proposed structures shall adhere to the current rules and regulations of Carteret County and CAMA authorities, if applicable.~~

~~No fence shall be erected on any lot which is located nearer to any adjoining road than the closest part of any residence which is located on said lot is located to said road.~~

#### **Section 2. Building Compliance**

All proposed structures must comply with current county and state building codes, as well as all applicable permitting requirements. In addition, all construction shall adhere to the regulations established by Carteret County, the North Carolina Coastal Area Management Act (CAMA) and the Army Corps of Engineers, where applicable.

- ~~2. No structure shall be constructed on exposed pilings.~~

#### **Section 3. Foundation Requirements**

No structure shall be constructed on exposed pilings. All pilings used in construction must be enclosed with approved materials in a manner consistent with the architectural standards of the subdivision.

- ~~3. **Section 4. Building size:** All residences in White Oak Bluff Subdivision, excepting Lot Number One (1), Block "A", shall contain a minimum of 1500 square feet of enclosed, heated area, exclusive of decks, porches, garages, and carports.~~

All residences constructed within the White Oak Bluff Subdivision shall have a minimum of 1,500 square feet of enclosed, heated living area. This square footage requirement excludes decks, porches, garages, carports, and other non-heated or unenclosed areas.

4. **Section 5. Height limitations:** ~~No structure shall be erected or permitted to remain on any lot, any part of which (excepting chimneys or flue stacks, electronics antennae, or vent pipes) shall exceed two living stories or forty (40) feet in height measured from the lowest grade level of the building foundation or piers upon which the structure is erected.~~

~~No structure shall be erected or allowed to remain on any lot that exceeds two (2) living stories or forty (40) feet in height, whichever is more restrictive. Height shall be measured from the highest point of the natural grade at the building foundation or piers to the highest point of the structure, excluding chimneys, flue stacks, electronic antennae, and vent pipes.~~

5. ~~All residences shall be built in place. No mobile homes (including double wide homes), pre-existing residential structures, or modular homes shall be placed, erected, or permitted to remain on any lot.~~

### **Section 6. Construction Type Restrictions**

~~All residences must be constructed on-site ("built-in-place"). The placement or erection of mobile homes, including double-wide units, modular homes, or any pre-existing residential structures relocated to a lot, is strictly prohibited and shall not be permitted to remain on any lot within the subdivision.~~

6. ~~Period of Construction: The exterior of any house, or addition to a house must be completed within twelve (12) months after construction is started, except where such completion is impossible or would result in great hardship to the owner due to fire, national emergency, natural calamity, or other factors outside of the control of the owner.~~

~~Within one (1) month of completion of the exterior of any house, or addition or alteration to a house, debris, and waste material from construction must be removed from the site.~~

~~Lot owners shall be insurers of their employees, contractors, subcontractors of their contractors, and material suppliers, to the Association and to the Owners for any damage to roads or to any other common facilities in the subdivision 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 subdivision. In the event of such damage, the Association or Owners shall have the authority to repair such damage and assess the costs of such repairs to the lot owner.~~

### **Section 7. Period of Construction**

~~The exterior of any residence, addition, or accessory structure must be fully completed within twelve (12) months from the commencement of construction. Extensions beyond this period may be granted only in cases where completion is delayed due to circumstances beyond the owner's control, including but not limited to fire, natural disasters, national emergencies, or other unforeseen hardships.~~

#### **7.1 Site Clean-Up:**

~~All construction-related materials, debris, and waste must be removed from the property within thirty (30) days of completing the exterior of any residence, addition, alteration, or accessory structure.~~

#### **7.2 Responsibility for Construction-Related Damages:**

~~Lot owners shall be responsible for any damage caused to subdivision roads or other common facilities by their employees, contractors, subcontractors, or material suppliers. This includes damage caused by construction vehicles, equipment, or any construction-related activities. The Association and/or affected Owners reserve the right to repair such damages and assess the full cost of repairs to the responsible lot owner.~~

7. ~~Allowed accessory Structures: One (1) outbuilding not exceeding one and one-half (1 ½) stories in height and containing not over 800 square feet of interior floor space, and one (1) pump house not~~



~~exceeding height (8) eight feet in height and containing not over one hundred (100) square feet of floor space shall be located on any lot in addition to the residence located thereon. All accessory structures shall have exteriors (material and finish) which are compatible with the residential structure. For example: A brick finished residential structure is compatible with a vinyl finished accessory structure.~~

## **Section 8. Accessory Structures**

### **8.1 Permitted Structures.**

(a) No Lot shall contain more than one (1) detached accessory structure or outbuilding. Such structure shall not exceed one and one-half (1½) stories in height, thirty (30) feet in height, or the height of the primary residence, whichever is less, and shall not exceed 1,200 square feet of interior floor space.

(b) No Lot shall contain more than one (1) well pump house. Such structure shall not exceed eight (8) feet in height or one hundred (100) square feet of floor space.

### **8.2 Condition and Maintenance.**

All accessory buildings and structures shall be maintained in good repair, structurally sound, and in a clean and orderly condition, free from damage, deterioration, or accumulation of debris.

### **8.3 Placement.**

Excluding well pump houses, no accessory structure shall be installed closer to the access road than the front corner of the residence if such structure is visible from the access road.

### **8.4 Restrictions.**

(a) No accessory structure shall be used as living quarters, nor shall any accessory structure be rented or leased separately from the primary residence.

(b) All accessory structures shall comply with all applicable county and state building codes, permitting requirements, and setback regulations.

(c) Shipping containers, storage pods, or similar units shall not be used as permanent accessory structures or for long-term storage. Temporary use for moving or packing purposes is permitted, provided that such units are removed within ten (10) business days of delivery.

### **8.5 Exemption.**

Original Lots consisting of five (5) acres or more may contain one (1) additional accessory structure. Such additional structure shall not be subject to the 1,200-square-foot size limitation but shall comply in all respects with applicable county and state building codes, permitting requirements, and setback regulations.

## **8. Section 9. Exterior Materials:**

No structure shall be constructed with an exterior coverings of asbestos shingles or of exposed concrete blocks.

## **9. Section 10. Fencing:**

### **10.1 Placement and Setbacks.**

- (a) No fence shall be installed closer to the access road than the front corner of the residence if such fence is visible from the access road.
- (b) Decorative and landscape fencing is permitted along the sides of a Lot but shall not obstruct any access road or utility right-of-way.
- (c) All fencing shall comply with applicable county and state setback requirements.

### **10.2 Condition and Maintenance.**

- (a) All fences shall be maintained in good repair, upright, structurally sound, and in a neat and orderly condition.
- (b) No temporary fencing, including but not limited to plastic netting, wire mesh, barbed wire, or other materials not designed for permanent installation, shall be permitted, except as required during construction and removed upon completion.

### **10.3 Exemptions.**

- (a) **Original 5 Acre Lots** are exempt from the general fencing restrictions of Section 10.1 and may enclose their entire property with fencing. However, such fencing shall not obstruct, restrict, or interfere with access to any right-of-way or easement areas adjacent to or along any access roads, and must comply with Section 10.2 (a) and (b).
- (b) **Other Unimproved Lots** without a residence may enclose the entire property with a privacy fence. Such fencing shall not obstruct, restrict, or interfere with access to any right-of-way or easement areas adjacent to or along any access roads. All fencing must comply with Section 10.2 (a) and (b). Section 10.1 (a) goes into effect within 90 days of completion of a residence.

~~10. Outside Lighting: Outside illumination of any lot or dwelling shall be done by means of small incandescent or equivalent lights. No metallic vapor, H.1.0., area lights, or other lights which cannot be restricted to the owners' residence or property shall be used.~~

## **Section 11. Exterior Lighting, Docks, and Street Lighting**

### **11.1 General Exterior Lighting.**

- (a) All outdoor lighting shall utilize low-intensity fixtures, such as small incandescent or equivalent energy-efficient bulbs.
- (b) High-intensity or flood-type lighting is prohibited unless fully shielded and directed so that illumination is confined entirely within the Lot.
- (c) All lighting shall be directed and shielded to minimize glare, prevent spillover onto neighboring Lots, and reduce light pollution.

## **11.2 Marine and Dock Lighting.**

- (a) Dock and shoreline lighting shall be low-intensity, fully shielded, and directed downward or toward the dock surface.
- (b) No lighting shall be installed or maintained in a manner that illuminates open water areas, so as to avoid adverse impacts on marine life and navigation.
- (c) Underwater lighting, spotlights directed onto the water, or any lighting that attracts or disrupts marine life is prohibited.

## **11.3 Street Lighting.**

- (a) Any Lot Owner requesting the installation of additional street lighting shall obtain prior written approval from the Association. Approval may include restrictions on fixture type, height, location, and design to ensure uniformity and safety.
- (b) The requesting Lot Owner shall be solely responsible for all costs associated with installation, including equipment, labor, utility connections, and any required permits.
- (c) Ongoing electrical and maintenance costs for such lighting shall remain the responsibility of the requesting Lot Owner, unless otherwise accepted by the Association in writing.

## **11.4 Neighbor Consideration.**

All exterior lighting shall be installed and operated in a manner considerate of neighboring properties, avoiding glare or nuisance.

## **41. Section 12. Driveway connections:**

~~All driveway connections shall be constructed in accordance with those standards as set forth by the Department of Transportation (DOT). All pipes shall meet the minimum standards of size and length, and all installations shall be in compliance with accepted practices of the DOT. Any ground cover which is left disturbed or destroyed as a result of the installation shall be properly repaired and reseeded within thirty (30) days.~~

All driveway connections to access roads shall be constructed in accordance with the standards established by the North Carolina Department of Transportation (NCDOT). Drainage pipes must meet or exceed the NCDOT's minimum size and length requirements, and all installations must comply with NCDOT-approved construction practices. Any ground cover that is disturbed or removed during the installation process must be restored appropriately and reseeded within thirty (30) days of the work being completed.

## **42. Section 13. Rental Properties:** ~~Owners of rental properties shall provide renters with copies of these covenants, regulations and restrictions. Under these covenants, owners and their renters are individually, as well as jointly, responsible for adherence to these covenants.~~

### **13.1 General Rental Requirements.**

- (a) Owners of long-term rental properties shall provide tenants with copies of all applicable covenants, regulations, and restrictions.

(b) Both property owners and tenants shall be individually and jointly responsible for compliance with all provisions set forth in these covenants.

### **13.2 Prohibition on Short-Term and Vacation Rentals.**

(a) No Lot or dwelling shall be leased, rented, or otherwise used for short-term or vacation rental purposes, including but not limited to rentals for periods of thirty (30) days or fewer.

(b) This prohibition applies regardless of whether the rental occurs through a rental agency, online platform, or any other method.

## **ARTICLE IV III**

### **GENERAL RESTRICTIONS:**

- ~~1. No swine, cows, horses, goats, fowl or other livestock, or wild animals shall be kept or maintained on any lot; nor shall any dog kennels or other such projects involving the rearing, handling or care of any animals or birds in large numbers or commercially be conducted or maintained within the subdivision. Dogs, cats, or other domestic animals generally considered as pets, shall be allowed so long as said animals are of a quiet and unoffensive nature.~~

### **Section 1. Animals, Livestock, and Fowl**

#### **1.1 Permitted Animals**

Household pets such as dogs, cats, rabbits, and other animals customarily kept indoors are permitted, provided they are quiet, non-offensive, do not pose a nuisance or health hazard, and are kept in compliance with all applicable laws and regulations.

#### **1.2 Non-Permitted Animals**

No swine, cows, goats, fowl, or other livestock or wild animals shall be kept or maintained on any lot, except as expressly provided herein.

#### **1.3 Limitations and Conditions.**

Commercial breeding, boarding, training, or selling of animals is strictly prohibited within the subdivision. The operation of dog kennels, animal training facilities, or similar commercial or large-scale animal operations is not permitted.

#### **1.4 Exemptions:**

##### **(a) Chickens:**

- (1) A maximum of six (6) hens may be kept on any lot for personal, non-commercial use. The following conditions apply:
- (2) Roosters are strictly prohibited.
- (3) Hens must be confined to a securely fenced and covered enclosure located in the rear yard and not visible from the access road.
- (4) Written approval from adjacent property owners is required before acquiring hens or constructing any coop or enclosure.
- (5) Fencing must be sturdily constructed with new materials and maintained in good repair and finish.

- (6) This exemption is subject to revocation if violations occur or nuisance conditions arise.

**(b) Horses, Goats, Donkeys**

Owners of original lots of five (5) or more acres may keep horses, goats, and donkeys for personal, non-commercial use. The following conditions apply:

- (1) A maximum of one (1) animal per open acre of land.
- (2) An active residence on the lot or on a contiguous property is required.
- (3) All animal housing, fencing, shelters, and enclosures must comply with applicable county animal welfare and waste management ordinances.
- (4) Manure and animal waste must be managed and disposed of in a way that prevents odors, runoff, or environmental impact to neighboring properties or waterways.
- (5) All animals must be confined within fencing or enclosures suitably engineered and constructed for such use, as required by applicable County Ordinance.
- (6) Fences must be constructed from new materials and maintained in good repair and finish.
- (7) Barns, stables, and similar structures must comply with all applicable local, state, and federal building and permitting regulations.
- (8) This exemption is subject to revocation if violations occur or nuisance conditions arise.

**1.5 Enforcement and Revocation:**

The Board of Directors reserves the right to order the removal of any animal if it is determined that the animal(s):

- (a) Create offensive odors or noise;
- (b) Are inadequately confined or housed;
- (c) Are the subject of repeated complaints or health concerns;
- (d) Or otherwise interfere with the peaceful enjoyment of neighboring properties.
- (e) Violations of this section may result in fines, loss of animal-keeping privileges, or legal action as authorized under Article VII – Enforcement.

- ~~1. No watercraft shall be kept on any lot except that watercraft of a size which may be lawfully transported by automobile trailer, and recreational vehicles may be kept on the property, provided that there shall be no more than two (2) such per lot.~~

**Section 2. Watercraft Restrictions**

No watercraft shall be kept or stored on any lot, except for watercraft of a size and type that may be lawfully transported by a standard automobile trailer. All such watercraft must be maintained in good condition and stored in a manner that does not create a nuisance or detract from the visual character of the neighborhood.

- ~~2. Boats, boat trailers, travel trailers, motor homes, campers, and other recreational vehicles a garage or shall be so kept as to be inconspicuous as possible from the access road.~~

### Section 3. Recreational Vehicles, Boats, and Trailers

**3.1 A maximum of two (2) items**—such as boats on their trailers, boat trailers, utility trailers, travel trailers, motor homes, campers, or other recreational vehicles—may be stored on a lot in a location visible from the front corner of the primary residence. These items must be maintained in good condition and may not create a visual or physical nuisance. This limitation **does not apply** to standard, currently registered personal vehicles (e.g., cars, pickup trucks, and SUVs) used for everyday transportation.

### 3.2 Additional Recreational Vehicles, Boats, Trailers

All additional recreational vehicles, trailers, boats, and similar items must be:

- (a) Stored within a fully enclosed structure; or
- (b) Located behind a privacy fence; or
- (c) Positioned so as to be as inconspicuous as reasonably possible and out of view from the access road.

### Section 4. Unregistered Vehicles and Boats

No unregistered vehicles or boats may be stored on any lot unless fully enclosed within a structure.

- ~~3. No tents, barns, travel trailers, motor homes, campers, or similar vehicles shall be occupied as living quarters while on the property.~~

### Section 5. Temporary Living Quarters

No tent, trailer, camper, recreational vehicle, motor home, barn, shed, or other temporary or mobile structure shall be used as a residence or occupied as living quarters on any Lot, whether occupied continuously or intermittently. This restriction applies to all property, including vacant Lots, and regardless of whether utilities are connected.

This does not prohibit occasional, short-term recreational use such as a backyard camp-out, provided it is temporary in nature, does not constitute habitation, and does not create a nuisance to neighboring Lot Owners.

- ~~4. No business advertising signs of any kind except "For Sale" or "For Rent" signs shall be permitted on any lot~~

### Section 6. Signage Restrictions:

No business advertising signs of any kind shall be permitted on any lot, except for the following exemptions:

- **"For Sale" or "For Rent"** signs;
- **Contractor/Construction** signs during active construction or renovation.

All exempt signs must be removed within thirty (30) days of project completion or sale/rental of the property.

- ~~5. No lot may be subdivided so as to reduce its size. An owner may combine two (2) or more lots for the construction of a single residence.~~



### **Section 7. Lot Subdivision and Combination:**

No lot may be subdivided in a manner that reduces its original size. However, an owner may combine two (2) or more adjoining lots for the purpose of constructing a single residence. For the purposes of annual dues, assessments, and voting rights, each original lot within a combined parcel shall retain its individual identity, obligations, and privileges in perpetuity.

- ~~6. Unimproved lots shall be kept free of trash, unsightly debris and stored materials and vehicles.~~

### **Section 8. Lot Maintenance:**

All lots shall be maintained in a neat and orderly condition and kept free of trash, litter, and unsightly debris.

**Section 9. Lots Without a Residence:** On any lot where no residence has been constructed, the storage of materials, vehicles, boats, trailers, equipment, or other items is prohibited unless such items are stored entirely out of view from the access road, within a fully enclosed accessory structure or behind a privacy fence. All storage must be orderly and must not create a nuisance or detract from the appearance of the subdivision.

- ~~7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood~~

### **8. Section 10. Noxious and Offensive Activities**

No noxious or offensive activity, as defined by applicable county ordinances, health codes, or state nuisance laws, shall be carried on or conducted upon any lot, nor shall anything be done thereon that may become an annoyance or nuisance to the neighborhood or that unreasonably interferes with the use and enjoyment of neighboring properties.

*For the purposes of this provision, "noxious or offensive activity" may include, but is not limited to, excessive noise, foul odors, pollution, hazardous materials, or activities that are dangerous, illegal, or substantially disruptive to the peaceful enjoyment of surrounding lots.*

- ~~9. All clothes lines or appliances of any type designed for the purpose of drying laundry shall be erected and maintained at the rear of the dwelling on each lot, suitably screened from view.~~

### **Section 11. Clotheslines:**

Clotheslines are permitted but shall be erected and maintained only at the rear of the dwelling. They must be positioned in a manner that minimizes visibility from the street and neighboring lots.

## **ARTICLE IV**

### **COMMUNITY AMMENITIES, EASEMENTS AND ACCESS ROADS:**

Each lot within the White Oak Bluff Subdivision is both burdened by and benefited by certain easements in perpetuity, which running with the land and are intended for the shared benefit of all lot owners, as follows outlined below:

~~1. The Association reserves an easement, or right of way which it may assign, over the front and back of each lot fifteen (15) feet in width and over each side ten (10) feet in width for the purpose of granting right of ways for water and sewer pipes, telephones, electric light poles, wires, cables, and any other equipment necessary for the installation, use and maintenance of utilities, including water, electricity, telephone or drainage.~~

~~2.~~ **Section 1. General Utilities Easements:**

~~In addition to the foregoing, Each lot in the White Oak Bluff Subdivision is subject to a general easement granted, or to be granted, by the Association to the furnishers of utilities to individual lots within the subdivision, for the purpose of utilities services to the individual lots.~~ **to public or private utility providers for the purpose of furnishing and maintaining utility services to individual lots.**

**1.1 Where applicable, these easements are subject to the rights-of-way and regulations of the North Carolina Department of Transportation (NCDOT). This easement does not imply responsibility by the Association or individual lot owners for maintenance of any state-maintained roads within or adjacent to the subdivision.**

~~3.~~ **Section 2. Boat Ramp and Pier Access Road:**

~~The private access shown on Map Book 21, page 88A shall be maintained by the Association. All lots of White Oak Bluff Subdivision are granted a non-exclusive easement over said private access road for the purpose of ingress and egress to the private park.~~

**All Lots in the White Oak Bluff Subdivision are granted a non-exclusive easement over the access road leading to the boat ramp and pier, as shown on Map Book 21, Page 88A. This easement is for the purpose of ingress and egress to and from the private park, boat launch, and pier. The Association shall maintain the access road.**

~~4. Rights of owners to use of private park: Each lot in White Oak Bluff Subdivision has associated with the ownership of said lot a non-exclusive right to use of the private parks. Said right may not be assigned or sublet by lot owners. The Association reserves the right to grant a non-exclusive use of said private parks and of the private access road to any heirs, successors or assigns for the use and benefit of future land owners. The Association may, at its discretion, prescribe and enforce reasonable rules and regulation with respect to the use of said parks. The Declarant has no legal or equitable interest in the private parks or in the roads providing ingress and egress to and from the private parks.~~

**Section 3. Community Amenities and Use Rights (Common Areas):**

**The Association shall maintain the community's Common Areas - the private access road to the boat ramp, the boat ramp and pier area, and the parking and picnic area located at 100 White Oak Bluff Road.**

**3.1 Each lot owner in good standing (defined as current on all dues and assessments) shall have a non-exclusive right to use the community's Common Areas. This right may not be assigned or sublet, except to tenants renting an improved lot.**

**3.2 The Association reserves the right to adopt and enforce reasonable rules and regulations governing the use of the community's Common Areas. These may include, but are not limited to, restrictions on the use of vehicles such as ATVs, motorized bikes, or other equipment within the picnic and park areas.**

#### Section 4. Red Oak Drive:

4.1 Each lot in **Section Six** (Lots 99–107) is granted a non-exclusive easement for the use of the private roadway known as **Red Oak Drive**. The maintenance, repair, and improvement of Red Oak Drive shall be the sole responsibility of the Section Six lot owners, who shall collectively bear the costs and decision-making authority for such maintenance.

4.2 All lot owners within the White Oak Bluff Subdivision are granted a non-exclusive right to access Red Oak Drive for ingress and egress purposes.

#### ARTICLE VI V

##### WHITE OAK BLUFF SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

All purchasers of lots in White Oak Bluff Subdivision shall, and by their acceptance of deeds conveying such lots do, for themselves, their heirs, successors and assigns, agree to become members of the White Oak Bluff Subdivision Homeowners Association, Inc., a North Carolina non-profit corporation organized for the purposes set out in the Articles of Incorporation and Bylaws thereof.

##### **Section 1. Responsibility of the Association:**

The Association shall assume responsibly for such functions as shall fall within the purpose for which it is chartered, including, but not by way of limitation, the following:

- (a) Maintenance of the two private parks, and the private **boat ramp access road, the boat ramp, pier and the parking areas**. ~~way as shown on the plat of White Oak Bluff Subdivision Section One of record in Map Book 21, pages 88 and 88A, Carteret County Registry.~~
- (b) Enforcement of the provisions of the Declaration.
- (c) **Set and collect fees for failure to comply with provisions of the Declaration**

~~2. The Association may receive title to and may dedicate or transfer title to any property to which it holds title, to any public agency of authority, provided such transfer is agreed to by three fourths (3/4) of the members of the Association.~~

##### **Section 2. Property Ownership and Transfer:**

**2.1** The Association may acquire, hold, and accept title to real or personal property by gift, bequest, donation, purchase, or other lawful means, upon approval by the Board of Directors. The Board shall have the discretion to accept or decline any such property based on its potential benefit or burden to the Association.

**2.2** The Association may dedicate, convey, transfer, or encumber any property to which it holds title, subject to the following:

- (a) **Dedication or Transfer to Public Agencies:**

The Board of Directors may, without a **majority** vote of the membership, dedicate or transfer property to a public agency, public authority, or public utility, provided such conveyance does not materially and adversely affect the interests of any Lot Owner, as provided in N.C.G.S. § 47F-3-112.

**(b) Conveyance to Private Entities:**

Any sale, transfer, or encumbrance of Common Area or other Association-owned real property to a private party or non-public entity shall require the written approval of at least **eighty percent (80%) of the votes in the Association**, or such higher percentage as may be required by law.

**Section 3. Assessments:**

3.1 Assessments began January 1, 1990, and shall continue thereafter.

3.2 Each owner(s) of a lot or lots in **the** White Oak Bluff Subdivision by acceptance of the deed thereto, whether or not it shall be expressed in such deed, is deemed to, and does thereby, covenant and agree, on behalf of ~~him~~**themselves**, ~~his~~**their** heirs, successors, and assigns, to pay assessments to the Association for the expenses incurred in providing services and in maintaining the properties which are the responsibility of the Association.

3.3 **The board shall set annual assessments and special assessments under the provisions outlined in the bylaws.**

**Section 4. Voting Rights:** ~~Directors shall be elected by the lot owners with~~

All owners of lots in White Oak Bluff Subdivision **in good standing (up to date on their dues)** ~~being~~ **are** entitled to one (1) vote for each lot, as further provided in the Articles of Incorporation and the Bylaws of the White Oak Bluff Subdivision.

4.1 At all meetings of the members, each vote may be cast in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be **revocable by the lot owner**, and shall automatically cease upon **sale or transfer** ~~conveyance~~ of ~~his~~ **the** Lot by the member giving proxy.

4.2 **Directors shall be elected by the lot owners.**

4.3 Election policy shall be set in accordance with provisions outlined in the bylaws.

**Section 5. Lien of Assessment; Personal Obligation of Owner; Remedies; Adoption of North Carolina Planned Community Act:**

The assessments, including all regular and special assessments, late fees, fines, interest and costs of collection, (including court costs and reasonable attorney fees), shall be a charge on the land and shall **be constitute** a continuing lien upon the property **Lot** against which each **such** assessment is made. ~~Each such assessment, together with late fees, fines, 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 became due. Personal obligation for delinquent assessments shall not pass to their successors in title unless expressly assumed by them.~~

**5.1 Each such assessment shall be enforceable regardless of changes in ownership, and may be collected from the Owner of record at the time of collection. Personal liability for assessments shall be determined in accordance with applicable law, and nothing herein shall preclude the Association from requiring payment of delinquent assessments at closing or from the successor Owner as a condition of resale.**

**5.2** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by North Carolina law. The Association may bring an action at law against the owner or owners personally obligated to pay such assessment, the same or may foreclose the lien against the property Lot, and The Association is hereby granted a power of sale, and foreclosure may be conducted pursuant to the procedures prescribed by North Carolina General Statutes for foreclosure under a power of sale to conduct said foreclosure. Any interest, costs and reasonable attorney's fees of the action of foreclosure shall be added to the amount of such assessment. Such foreclosure shall be conducted under the procedure prescribed by statute in North Carolina for sales under a power of sale. In addition to the remedies set out hereinabove, the Association, acting by and through its Board of Directors, may deny the right to use of any of the private parks to any lot owner whose assessment is not paid with thirty (30) days after the date upon which it is due, provided, however that application of procedural requirements under North Carolina law have been met. incurred in connection with collection or foreclosure shall be added to the total amount due.

**5.3** In addition to the remedies set forth above, the Association, acting by and through its Board of Directors, may suspend the delinquent Owner's right to use any private parks or amenities, provided that all notice and hearing requirements of North Carolina law have been satisfied.

**5.4** Pursuant to N.C. Gen. Stat. § 47F-1-102(d), the White Oak Bluff Subdivision Owners Association, Inc., by approval of the requisite number of Lot Owners, hereby elects to be governed by all provisions of the North Carolina Planned Community Act (Chapter 47F of the North Carolina General Statutes), as amended from time to time. In the event of any conflict between this Declaration and Chapter 47F, the provisions of Chapter 47F shall control, unless otherwise provided by law.

## **Section 6. Subordination of lien to mortgage:**

The liens provided for herein shall be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust. Sale or transfer of any lot shall not affect the assessment lien provided for in the preceding section. The sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof which became due prior to such sale or transfer, but shall not extinguish the personal liability of the transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust, or deeds of trust.

**6.1** The lien for unpaid assessments shall be subordinate to the lien of any first mortgage or deed of trust recorded against the Lot. The sale or transfer of any Lot pursuant to the foreclosure of a first mortgage or deed of trust shall extinguish the assessment lien only as to those assessments that became due prior to the date of the foreclosure sale.

**6.2** Such foreclosure shall not extinguish the personal obligation of the Owner of record at the time the assessment became due. Nor shall it relieve any subsequent Owner from liability for any assessments that become due after the date of transfer. The assessment lien shall continue as to any future assessments and shall remain subordinate to any subsequently recorded first mortgage or deed of trust.

**6.3** Nothing herein shall prevent the Association from requiring satisfaction of delinquent assessments as a condition of issuing any estoppel certificate or other confirmation of account status in connection with a sale.

## ARTICLE VII VI

### DURATION AND AMENDMENT:

~~All restrictions and covenants set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date of recording of the Declaration, after which these restrictions and covenants shall be automatically extended for additional periods of ten (10) years each.~~

~~This instrument may be amended at any time by an affirmative vote of fifty percent (50%) of the then owners of lots in White Oak Bluff Subdivision.~~

The covenants contained in this Declaration shall run with the land and shall remain in effect for a period of twenty-five (25) years from the date of recording of the original Declaration. Upon expiration of the initial 25-year period, these covenants shall automatically renew for successive ten (10) year terms, unless amended or terminated by the affirmative vote of at least sixty-seven percent (67%) of the Lot Owners, as provided herein.

## ARTICLE VIII VII

### ENFORCEMENT:

~~In the event of a violation or breach of any of the covenants and restrictions herein by any owner or agent thereof, the Association, the owners of other lots, jointly or severally, or the Board of Directors of the Association acting on behalf of such owner or owners, shall have the right to bring an action to compel compliance or to enjoin such violation or breach. In the event the enforcement action should result in a judgment in favor of the owner(s) bringing the same, or in favor of the Association, reasonable attorney's fees and costs shall be recovered in such action. The failure to enforce any right, reservation, restriction or condition contained in the Deed, or in these Restrictive Covenants, as amended, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.~~

**Section 1.** In the event of a violation or breach of any covenant, restriction, or provision of this Declaration or any rule or regulation duly adopted by the Association, the Association, any Lot Owner, or the Board of Directors acting on behalf of one or more Owners shall have the right to take enforcement action. Such action may include, but is not limited to:

**1.1** Bringing legal or equitable proceedings to compel compliance, restrain or enjoin the violation, or recover damages;

**1.2** Levying fines or suspending privileges in accordance with North Carolina law and the Association's governing documents;

**1.3** Recover reasonable attorney's fees, court costs, and expenses incurred in enforcing the violation.

**Section 2.** The failure to enforce any covenant, restriction, or rule shall not constitute a waiver of the right to enforce the same or any other provision thereafter. No delay or omission in exercising enforcement rights shall impair or waive any rights or remedies available under this Declaration or applicable law.



## **ARTICLE IX VIII**

### **SEVERABILITY:**

~~The invalidation by any court of any restrictions or obligations contained in this Declaration, as amended, shall in no way affect any other provisions hereof, which shall remain in full force and effect.~~

If any provision of this Declaration, or any amendment thereto, is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Declaration. All remaining provisions shall remain in full force and effect.

## **ARTICLE IX**

~~The "Revision of the Declaration of Covenants, Reservations, and Restrictions of White Oak Bluff Subdivision Section One" recorded in Book 511, page 83, of the Carteret County Registry, recorded on January 17, 1985, is hereby revoked and is hereafter null and void.~~

### **Revocation of Prior Declarations**

#### **Section 1. This Declaration supersedes all provisions of all prior documents.**

All prior Declarations of Covenants, Reservations, and Restrictions applicable to the White Oak Bluff Subdivision, including all amendments and revisions thereto, are hereby revoked in their entirety and shall be deemed null and void. This Declaration replaces and supersedes all such prior instruments and shall be the sole declaration governing the rights, responsibilities, and restrictions applicable to all Lots within White Oak Bluff Subdivision, Sections One through Six.

For reference, the revoked documents include, but are not limited to:

- The original Declaration recorded on January 17, 1985, in the Carteret County Registry;
- The revised Declaration recorded in Book 1096, Page 67 (Section Six), recorded on February 9, 2005;
- The further revisions recorded in Book 1360, Page 145 (Sections One through Five), recorded on September 9, 2010.

#### **Section 2. Grandfather Clause**

In accordance with North Carolina state law, any construction or activity lawfully undertaken in compliance with previously recorded covenants, reservations, or restrictions, and existing as of the recording date of this Amended Declaration, shall not be affected by the adoption of these amended provisions.

# White Oak Bluff Homeowners Association Covenants Proposed Changes

November 2025

## Proxy Form

Please mark your choice(s) in each section, then initial the bottom of each page.

The official name of the Association is "White Oak Bluff Subdivision Section One Owners Association, Inc." Since the HOA no longer only consists of "section one" owners, it is past time to update the official name.

- ☐ I approve changing the official name of the HOA to "White Oak Bluff Homeowners Association, Inc."
- ☐ I do not approve changing the official name of the HOA.

With many changes to HOA laws and regulations, as well as some sections with a lack of clear intent and grammatical errors, the WOB HOA has undertaken the task of reviewing and updating the Governing Documents of the Association. (The Covenants)

The majority of the proposed revisions are strictly technical. They do not change the current intent or context. This version of the HOA's covenants will also incorporate the old Section Six Owners Covenants. In most cases, you will see those inclusions as exemptions. If this new version is adopted, all prior covenants, including the separate Section Six Owners Covenants, will be null and void.

Once you have reviewed the attached proposed revisions, please use this proxy form to vote on these changes.

- ☐ I approve all proposed changes to the 2025 White Oak Bluff HOA Covenants  
(Continue to the signature page.)
- ☐ I prefer to vote on the changes by Article and Section  
(Continue to Article 1.)

Initial

**Article I: DEFINITIONS:** The changes in Article I provide updated language and additional definitions that are not spelled out in the old version.

- ☐ I approve Article I Proposed Definition Changes and Additions
- ☐ I do not approve Article I Proposed Definition Changes and Additions

**Article II: BUILDING USE AND RESTRICTIONS:** This section combines Articles II and III from the old version, updates technical language, clarifies detached building definitions (accessory structures), increases the square footage to 1,200 square feet, clarifies fencing language and incorporates the Section 6 Homeowners Covenants language into this document.

**Sections 1 ó 7:** Changes do not change intent or context. Changes are simply technical language updates.

- ☐ I approve Article II, Sections 1-7 technical language changes.
- ☐ I do not approve Article II, Sections 1-7 technical language changes.

**Section 8.3 Accessory Structures Placement:** New language designates that an accessory structure may not be installed closer to the access road than the front corner of the residence if such structure is visible from the access road.

- ☐ I approve Article II, Section 8.3 Accessory Structures Placement Restriction.
- ☐ I do not approve Article II Section 8. Accessory Structures Placement Restriction.

**Section 8.1, 8.2, 8.4 and 8.5: Accessory Structures:** Technical language changes, increases building size to 1,200 sq ft., placement, and incorporates the current Section Six Covenants language relating to accessory structures.

- ☐ I approve Article II, Section 8. Accessory Structures proposal that allows an increase of detached buildings to 1,200 square feet, technical language changes, and incorporation of the Section Six Covenants language relating to accessory structures.
- ☐ I do not approve Article II Section 8. Accessory Structures proposals that allow a size increase of detached buildings to 1,200 square feet, **but I do approve** the technical language changes and incorporation of the Section Six Covenants language relating to accessory structures.
- ☐ I do not approve any changes to the section on Accessory Structures.

☐ Initial

**Section 10 Fencing: Technical language changes and incorporation of Section Six Covenants language relating to fencing. No change to context or intent.**

- \_\_\_\_\_ I approve Article II, Section 10 Fencing proposed language clarification and incorporation of Section Six Covenants language relating to fencing.
- \_\_\_\_\_ I do not approve Article II, Section 10 Fencing proposed language clarification, but I do approve the incorporation of Section Six Covenants fencing language.
- \_\_\_\_\_ I do not approve any changes to the section on fencing.

**Section 11 Exterior Lighting: Updated language. No change to context or intent.**

- \_\_\_\_\_ I approve Article II, Section 11 technical language updates.
- \_\_\_\_\_ I do not approve Article II, Section 11 technical language updates.

**Section 12 Driveway Connections: Updated language. No change to context or intent.**

- \_\_\_\_\_ I approve Article II, Section 12 technical language updates.
- \_\_\_\_\_ I do not approve Article II, Section 12 technical language updates.

**Section 13: Rental Properties - Technical Language Updates and Restrictions on Short-Term Rentals.**

- \_\_\_\_\_ I approve Article II, Section 13 technical language updates and the restrictions on short-term rentals.
- \_\_\_\_\_ I do not approve Article II, Section 13 restrictions on short-term rentals, **but I do approve** the technical language updates.
- \_\_\_\_\_ I do not approve Article II, Section 13 restrictions or technical language changes.

**ARTICLE III: GENERAL RESTRICTIONS:**

**This section's proposed changes update technical language, provide an exemption for chickens, add enforcement and revocation procedures, update the boat/recreational vehicles, etc., storage language, and incorporate the current Section Six Covenants language relating to horses, goats and donkeys.**

**Section 1 Animals, Livestock, Fowl: Provides an exemption for chickens and incorporates Section Six Covenants language relating to horses, goats and donkeys.**

- \_\_\_\_\_ I approve Article III, Section 1 updated technical language, exemption for keeping chickens and the incorporation of the Section Six Covenants language regarding horses, etc.
- \_\_\_\_\_ I do not approve Article III, Section 1 exemptions for keeping chickens, but I do support the technical language changes and the incorporation of the Section Six Covenants regarding horses, etc.
- \_\_\_\_\_ I do not approve Article III, Section 1 changes.

\_\_\_\_\_ **Initial**

**Sections 2, 3 and 4 Watercraft, Recreational Vehicle Storage and Unregistered Vehicles: Updates technical language, clarifies storage requirements.**

- ☐ I approve Article III, Sections 2, 3 and 4 proposed language updates and changes regarding Recreational Vehicles, Boats, and Trailers to allow for a maximum of two such items to be stored openly on a property with a residence. (Current covenants do not allow storage of any recreational vehicles.)
- ☐ I do not approve Article III, Sections 2 proposed changes. (Watercraft Size)
- ☐ I do not approve Article III, Sections 3 proposed changes. (Recreational Vehicle Storage)
- ☐ I do not approve Article III, Sections 4 proposed changes. (Unregistered Vehicle Storage)

**Sections 5 ó 11: Technical Language Updates. Does not change the context or intent.**

- ☐ I approve Article III, Sections 5-11 technical language updates.
- ☐ I approve only the sections not specifically checked below:
- ☐ I do not approve Article III, Sections 5 technical language updates.
- ☐ I do not approve Article III, Sections 6 technical language updates.
- ☐ I do not approve Article III, Sections 7 technical language updates.
- ☐ I do not approve Article III, Sections 8 technical language updates.
- ☐ I do not approve Article III, Sections 9 technical language updates.
- ☐ I do not approve Article III, Sections 10 technical language updates.
- ☐ I do not approve Article III, Sections 11 technical language updates.

**ARTICLE IV: COMMUNITY AMMENITIES, EASEMENTS AND ACCESS ROADS:**

**Sections 1 ó 4: Easements, Access Roads and Common Areas: Technical language updates and incorporate the Section Six Covenants language relating to the usage and maintenance of Red Oak Drive.**

- ☐ I approve the Article IV technical language updates and inclusion of the Section Six Homeowners Covenants relating to usage and maintenance of Red Oak Drive.
- ☐ I do not approve the Article IV technical language updates, **but I do approve** the inclusion of the Section 6 Covenants relating to Red Oak Drive usage and maintenance.
- ☐ I do not approve Article IV changes.

**ARTICLE V: WHITE OAK BLUFF HOMEOWNERS ASSOCIATION, INC.:**

**The proposed changes in Article V are all technical language updates. Please note that some of the language may be revised to comply with applicable legal requirements following the attorney's final review.**

- ☐ I approve the Article V technical language updates and understand that some language may be revised to comply with all applicable legal requirements following the attorney's final review.
- ☐ I do not approve the Article V technical language updates.

☐ Initial

**ARTICLE VI, VII, VIII and IX:**

**The proposed changes in Articles VI, VII, VIII and IX are all technical language updates.**

- ☐ I approve the Article VI, VII, VIII and IX technical language updates.
- ☐ I approve only Articles not specifically checked below:
  - ☐ I do not approve the Article VI technical language updates.
  - ☐ I do not approve the Article VII technical language updates.
  - ☐ I do not approve the Article VIII technical language updates.
  - ☐ I do not approve the Article IX technical language updates.

Initial

**White Oak Bluff Homeowners Association Covenants Proposed Changes**

**December 2025**

**Proxy Form Signature Page**

By making my selections on the proposed changes and initialing each page, I am casting my proxy vote on the proposed changes to the White Oak Bluff HOA Covenants.

Name:

Signature:

White Oak Bluff HOA Street Address or Lot #:

Phone:

Date: