

# Bluewater

Property Owners association  
One South Bluewater Boulevard  
Mineral, VA 23117

By-Laws  
Articles of Incorporation  
Covenants, Conditions and Restrictions  
Architectural Rules and Guidelines  
Security Policy, Procedures and Guidelines  
Marina Rules and Regulations  
Solar Guidelines

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## I. BYLAWS OF BLUEWATER PROPERTY OWNERS ASSOCIATION, INC

### Article 1. NAME, PRINCIPAL OFFICE, AND DEFINITIONS

**1.1. Name.** The name of the Association is the Bluewater Property Owners Association, Inc. (hereinafter referred to as the "Association"), an incorporated association comprised of Owners of Lots in the Bluewater community, Mineral District, Louisa County, Virginia.

**1.2. Definitions.** The words used in these Bylaws shall have the same meaning as set forth in the Declaration and as set forth below, unless the context or documents provide otherwise.

(a) "**Declaration**" shall mean and refer to the Amended Declaration of Covenants, Conditions and Restrictions ("Declaration" applicable to the Properties recorded in the Land Records of Louisa County, Virginia, in Deed Book 559, at Page 395, as amended.

(b) "**Common Area**" shall mean all real property owned by the Association, including, but not limited to, private roads and all appurtenances thereto and improvements thereon, for the common use and enjoyment of the Members of the Association.

(c) "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map of Bluewater Sections I, II, III, IV, and V and subject to the Declaration with the exception of the Common Areas.

(d) "**Properties**" shall mean all of the Lots and Common Areas, including private roads within the Bluewater subdivision of the Mineral District of Louisa County, Virginia which are subject to the Declaration of Covenants, Conditions and Restrictions as recorded in Deed Book 559, Page 395, as amended, and as are more fully described therein.

(e) "**Majority**" shall mean more than fifty percent (50%) of the votes of the Owners present in person or by proxy.

(f) "**Member**" shall mean and refer to every person or entity who is a record or legal Owner of any Lot within the Properties.

(g) "**Member in Good Standing**" means an owner who is not delinquent in payment of charges or assessments and is not currently under suspension of privileges of membership.

(h) "**Owner**" shall mean and refer to the owner of record, as recorded among the land records of Louisa County, Virginia, whether one or more persons or entities, of any Lot which is a part of the Bluewater Properties as more fully described in this Declaration, including any person or legal entity who has contracted to purchase fee simple title to a Lot pursuant to

a written agreement, in which case seller under said agreement shall cease to be the owner while such agreement is in effect, but excluding those having such interest merely as security for the performance of an obligation.

### Article 2. MEETINGS OF THE MEMBERS.

**2.1. Membership.** The association shall have one (1) class of Membership, as is more fully set forth in the declaration. Every person or entity who is a record Owner of any Lot included within the Properties shall be a Member of the Association. Ownership of the requisite property interest shall be the sole qualification for the Membership.

**2.2. Place of Meetings.** Meetings of the Association shall be held at a suitable place convenient to the Members as may be designated by the Board of Directors.

**2.3. Annual Meetings.** The annual meeting of the Association shall be held during the month of May each year at a date, place, and time set by the Board of directors. The annual meeting shall be held for the purpose of announcing the results of the election of directors, the voting of which is conducted by mail, and for the transaction of such other business as may properly come before the meeting.

**2.4. Special Meetings.** The President or Chairman of the Board of Directors may call a special meeting of the association if so directed by resolution of a majority of the Board of Directors or upon a petition signed by Members holding at least twenty percent (20%) of the total eligible votes of the association.

**2.5. Notice of Meetings.** It shall be the duty of the Secretary to mail or direct to be mailed, postage prepaid, to the Owner of record of each Lot, a notice of each annual or special meeting of the association stating the date, time, and place where it is to be held. If an Owner wishes notice to be given at an address other than his Lot, he must designate such other address in writing by notice to the Secretary. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be mailed not less than ten (10) nor more than sixty (60) days before the date of the meeting. Notice of a meeting to act on an amendment to the Articles of Incorporation, a plan of merger, sale of assets or dissolution, shall be given not less than twenty-five (25) nor more than sixty (60) days before the meeting. In the case of a special meeting or when required by statute, the purpose of the meeting shall be stated in the notice. No business shall be

transacted at a special meeting except as stated in the notice. Notice may also be published in a newspaper or other manner allowed by law.

**2.6. Waiver of Notice.** Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by a Member of notice of the time, date, and place thereof, unless the Member specifically objects to lack of proper notice at the time the meeting is called to order.

**2.7. Adjournment of Meetings.** If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting or represented by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was scheduled, without notice other than announcement at the meeting. At any reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**2.8. Voting.** The voting rights of the Members shall be as set forth in the Declaration. Each member of the Association shall be entitled to one vote for each numbered and recorded Lot in the Bluewater subdivision owned by the Member, but at no time shall there be more than one vote per Lot. When a Lot has multiple Members, the vote of the Lot, if cast by the Lot Owner Members in person, shall be exercised as the Owners themselves determine. If, however, the Members cannot agree, the vote will not be counted. If only one Member from a particular Lot is present at the meeting of the Association, that person shall be entitled to cast the vote of the Lot and the consent of any other Lot Owner Members shall be conclusively presumed. Unless a specific percentage is required elsewhere in the Declaration or Bylaws, all decisions shall be by a majority vote. Cumulative voting shall not be permitted.

**2.9. Suspension of voting Rights.** No Owner shall be eligible to vote or be elected to the Board of directors if: a) that Owner is delinquent in assessment or charges, or b) the Owner's voting rights have been suspended for violations of the provisions of the Declaration, Bylaws or rules.

**2.10. Proxies.** At all meetings of Members and for all authorized and properly constituted actions of the Association, each Member may vote in person, by proxy, consent or ratification. All proxies shall be in writing, signed by the Owner(s) of record, dated and filed with the Secretary before the call for a vote. Unless otherwise provided in the proxy, every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, upon written revocation, presence by the Member

at the meeting or upon the expiration of eleven (11) months from the date of the proxy, unless a longer time is specifically set forth in the proxy.

**2.11. Quorum.** Except as provided elsewhere in the Declaration, the Owners of Lots to which ten percent (10%) of the eligible votes belong shall constitute a quorum of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

**2.12. Acts of Association.** The act of a Majority of the votes cast, in person or by proxy at a meeting or by consent or ratification, provided that a quorum has been obtained, shall constitute the act of the Association unless a greater number or percentage is required by law, the Declaration, Articles of Incorporation or these Bylaws.

**2.13. Presiding Over Meetings.** The President or his designee shall preside over all meetings of the Association. The Secretary or his designee shall keep the minutes of the meeting and record in a minute book all resolutions adopted and all transactions which occur at the meeting.

**2.14. Conduct of Meetings.** The Board of Directors shall control all regular and special meetings of the Association and the Board of Directors in a fashion not in conflict with statute, the Articles of Incorporation, Declaration and these Bylaws, and may rely on Robert's Rules of Order to conduct any such meetings.

### **Article 3. BOARD OF DIRECTORS: NUMBER, QUALIFICATIONS, MEETINGS.**

**3.1. Governing Body: Composition and Qualifications.** The affairs of the Association shall be governed by a Board of Directors who must be at least twenty-one (21) years of age and Members of the Association in "good standing" as defined elsewhere in these Bylaws. No two or more persons from one Lot or the same family may simultaneously serve on the Board. No Member may be elected to the Board or continue to serve who is delinquent in assessments which are due to the Association or whose voting rights are suspended for a violation of the Declaration, these Bylaws or any duly adopted rules or regulations.

**3.2. Number of Directors.** The Board shall be composed of an odd number of directors and shall consist of no less than three (3) and no more than seven (7) Members as such number is determined by resolution of the Board prior to the annual meeting. No resolution shall terminate the position of an existing Board Member prior to the expiration of his term.

**3.3. Nomination of Directors.** Candidates for election to the Board of Directors may be nominated by a Nominating Committee or upon petition of

five percent (5%) of the Members in good standing, as is defined by Section 1.2(g) of these Bylaws, presented to the Board or Nominating Committee before the deadline for submission of nominees as may be determined by the Board of Directors. All candidates shall be given a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. The Nominating committee shall serve at the pleasure of the Board of Directors.

**3.4. Election of Directors.** All Members of the Association who are eligible to vote may vote on all Directors to be elected. Unless otherwise provided by resolution of the Board, elections for Board members shall be by written, secret ballot and shall be conducted by Mail, pursuant to the following nomination and election procedure:

(a) Appointment of the Nominating Committee:

(1) The Board of Directors shall appoint a Nominating Committee which will serve from appointment until the ballots are mailed. The Nominating Committee shall consist of not less than three (3) members in good standing, at least one of whom is a Director or an appointed officer, and at least one of whom is neither a Director nor an appointed officer.

(2) The members of the Nominating Committee shall appoint a Chairman and may appoint a Secretary to assist them with their administrative duties.

(b) Prior to January 15, of the year elections are to be held, any member in good standing may file with the Chairman of the Nominating committee a statement of his or her candidacy for election as a Director of the Association for the following term or may place another member's name in nomination for the same position. The nominee shall provide a brief biographical statement as required by the Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall determine suitable and, together with any statement of candidacy filed independently prior to the aforementioned cut-off date, shall prepare a list of nominees for consideration by the members of the Association.

(c) Ballots shall be prepared and mailed by the nominating committee or an authorized agent to each member entitled to vote. These ballots shall be mailed simultaneously with the mailing of the notice of the annual meeting. The ballot shall describe the vacancy or vacancies to be filled; shall set forth the full list of nominees with a brief biographical description of each nominee; and shall list the Directors who will remain on the Board for the coming year.

(d) Each member entitled to vote shall receive one (1) ballot for each lot for which he or she is the voting member, a set of return envelopes for each ballot pre-marked to conform to the verification procedure described

herein; and complete instructions for the return of such ballots. Ballots shall be verified and accounted for as follows:

(1) Each ballot shall be sealed in the envelope marked BALLOT but not marked in any other way. Each BALLOT envelope shall contain only one (1) ballot. Members will be cautioned that the inclusion of more than one ballot in the BALLOT envelope shall invalidate the return.

(2) The BALLOT envelope shall be sealed in the external envelope which shall be marked by the member with his or her name, lot number, signature, and any such other information as the Nominating Committee may determine will serve to establish the member's right to cast the vote contained therein.

(3) The EXTERNAL envelope with the BALLOT envelope contained therein shall be returned to the Teller Committee at such address as the Teller Committee shall determine, and must be received at that mailing address no later than ten (10) days prior to the annual meeting.

(e) At least one week prior to the mailing of ballots by the Nominating Committee, the Board shall have appointed a Teller Committee consisting of three members; one of whom is a Director whose term in office will not be terminated by the coming election, an appointed officer, and a member in good standing who is neither of these. The Teller Committee will serve only for the period concluding with the annual meeting.

The Teller Committee shall:

1. Receive the ballots by mail at the address previously provided to the Nominating Committee.

2. Immediately upon receipt, each EXTERNAL envelope shall be placed unopened in a secured location until the day fixed by the Board of Directors for the counting of ballots.

3. Determine that the member submitting the EXTERNAL envelope is a member in good standing, and only one (1) EXTERNAL envelope has been submitted for each lot.

4. Assure that the vote(s) of any member is not compromised to anyone, including the Teller Committee itself, by opening the EXTERNAL envelopes, removing the BALLOT envelopes, and placing the EXTERNAL and BALLOT envelopes in two separate piles. When all acceptable returns have been thus separated, the EXTERNAL envelopes shall be placed together in an envelope so designated and the envelope sealed before proceeding with the vote count.

5. The Teller Committee shall then proceed to the opening of the BALLOT envelopes and the counting of votes. If a BALLOT envelope is found to contain more than the prescribed number of votes, all such votes shall be invalidated. Invalidated (disqualified) votes shall be placed together in an envelope so designated and the envelope sealed.

(f) After agreement is reached by the Teller Committee on the number of votes received, the Teller Committee shall report the results of the election in writing to the Secretary of the Association who will record the results and pass them to the Chairman of the Board.

(g) The Chairman of the Board shall announce the results of the election at the annual meeting. The terms of office of the newly elected Director(s) shall commence immediately following the annual meeting.

(h) The Secretary of the Association shall retain all EXTERNAL envelopes, BALLOT envelopes, ballots, and statements of candidacy for a period of six (6) months after the annual meeting.

**3.5. Term of Office.** The term of office shall be two (2) years. The Members of the Board shall be deemed to hold office until the first meeting of the Board of Directors held after their successors have been elected by the Association or appointed by the Board. At the expiration of the term of office of each Member of the Board, a successor shall be elected to serve for a term of two (2) years. Directors shall also be elected by the Members at the next scheduled election of directors to fill any unexpired term of any vacancies in the Board of Directors. The terms of the Directors shall be staggered as follows: a) in the event there are seven members of the Board, every other year, four positions shall be scheduled for re-election; b) if there are five members of the Board, every other year, three positions shall be scheduled for re-election; and c) if there are three members of the Board, every other year, two positions shall be scheduled for re-election.

**3.6. Removal of Directors.** At any regular or special meeting of the Association duly called, any one (1) or more of the Members of the Board of Directors may be removed, with or without cause, by a vote of the Majority of all the eligible votes of the Association and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed shall be given at least fourteen (14) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Any Director who has two (2) consecutive unexcused absences from scheduled Board meetings, who is delinquent for more than sixty (60) days in the payment of any assessment, including, but not limited to, rules violation charges or who is in violation of covenants or rules for more than sixty (60) days, all in accordance with the Declaration, these Bylaws and the rules, may be removed by a Majority vote of the directors at a meeting of the Board of Directors if a quorum is present.

**3.7. Vacancies.** Vacancies in the Board of Directors caused by death, resignation or any other reason, except the removal of a Director by vote of the Association, shall be filled by appointment by the Chairman, subject to Board approval. Each person so appointed shall serve until the completion of the unexpired term.

**3.8. Organizational Meeting.** The first meeting of the newly elected Board of Directors shall be held at such time and place as shall be fixed by the Board of Directors.

**3.9. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of the regular schedule shall constitute sufficient notice of the meetings. Meetings shall be open to the Members except when closed as permitted by law.

**3.10. Special Meetings.** Special meetings of the Board of Directors shall be held when requested by the President, Chairman, or by a majority of the Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) personal delivery, (b) written notice by first class mail, postage prepaid; (c) telephone or facsimile communication, either directly or to a person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. Notices sent by first class mail shall be deposited into a United States Postal Service mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile, telegraph company or other means shall be given at least forty-eight (48) hours before the time set for the meeting.

**3.11. Waiver of Notice.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs: a written waiver of notice; a consent to the actions taken; or an approval of the minutes. Notice of a meeting shall be deemed given to any director who attends the meeting without protesting the lack of adequate notice before or at the commencement of the meeting.

**3.12. Quorum of Board of Directors.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present,

a majority of the directors who are present at such meeting may adjourn the meeting to a later time. At such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**3.13. Reimbursement.** No compensation shall be paid to the Members of the Board of Directors for their service as Board Members. Directors may be reimbursed for unbudgeted expenses incurred on behalf of the Association upon the vote of a majority of the directors other than the director seeking reimbursement. Any reimbursement shall be noted in the minutes of the Board of Directors' meeting.

**3.14. Action Without A Meeting.** Any action that may be taken at a meeting of the directors may be taken without a meeting by telephone conference call as long as every director participating in the conference call may be heard by all other participating directors and may hear all other participating directors, in which case a majority vote is sufficient, or by telephone poll if a consent in writing, setting forth the action taken, is signed by all the directors thereafter and, in either case, the results shall be filed with the minutes of the next meeting. Such action or consent shall have the same force and effect as an action taken at a duly called meeting.

**3.15. Common or Interested Directors.** Each Member of the Board shall exercise his powers and duties in good faith and in the interests of the Association. No contract or other transaction between the Association and any of its directors, or between the Association and any corporation, firm, or Association in which any of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee which authorizes or approved the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board or a majority thereof and noted in the minutes, and the Board of Directors authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact that the common directorate or interest is disclosed or known to at least a majority of the Members of the Association and the Members approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved, or executed.

Any common or interested director may be counted in determining presence of a quorum at any meeting of the Board or committee thereof which

authorizes, approves, or ratifies any contract or transaction but shall not vote on the specific issue or issues in which he has a common interest in the outcome.

#### **Article 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.**

**4.1. Powers and Duties.** The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things which are not by the Declaration, Articles of Incorporation, or these Bylaws, expressly reserved to be done and exercised exclusively by the Members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be adopted hereafter, the Board of Directors shall have the power and duty to do, without limitation, the following:

(a) Budget. In accordance with Article 15, Section 15.2(h) of the Declaration, prepare and adopt an annual budget in which there shall be established the assessment of each Owner to the common expenses.

(b) Levy Assessments. Make assessments against the Lots to defray the common expenses, establish the means and methods of collecting such assessments, and establish the period of the installment payments of assessments as more fully provided in the Declaration.

(c) Operations. Provide for the operation, care, repair and maintenance of all areas which are the maintenance responsibility of the Association and of the Lots when the Owners fail to do so after reasonable notice.

(d) Employment. Designate, hire and dismiss the personnel necessary for the operation of the Association and, where appropriate, provide for the compensation of such personnel and the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties.

(e) Collect Assessments. Collect the assessments, deposit the proceeds thereof in a bank depository insured by an agency of the Federal Government or other institution or entity in which the funds are fully guaranteed, which it shall approve, and use the proceeds to administer the Association.

(f) Funds. Open bank accounts on behalf of the Association and designate the signatories required.

(g) Rules. Make, amend and publish use restrictions, rules and regulations governing use of the Common Area, facilities and Lots, and the personal conduct of the Members and their guests thereon and establish penalties for the infraction thereof.

(h) **Enforcement.** Enforce by legal means the provisions of the Declaration, these Bylaws and the rules and regulations adopted by the Board, and bring, compromise and settle any proceedings which may be instituted on behalf of or against the Owners or the Association.

(i) **Insurance.** Obtain and carry liability, property, directors' and officers' and such other insurance and fidelity bonds on all persons handling Association funds as determined necessary by the Board, and pay the premium costs as a common expense.

(j) **Services.** Pay the cost of all services rendered to the Association or its Members which are not directly chargeable to Owners; provided, however, if a majority of the Board of Directors votes to repair any item for which an Owner is responsible, the Association may pay such costs and assess the costs thereof to the Owner responsible for such costs of maintenance or repair, which costs shall be treated in the same manner as an assessment.

(k) **Maintenance.** At the option and sole discretion of the Board of Directors, establish and enforce the maintenance standards of the Lots and dwellings on a uniform basis in accordance with the Declaration.

(l) **Books and Records.** Keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying maintenance, repair and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting principles.

(m) **Audit.** Cause an annual review or audit of the Association's books by a certified public accountant at the completion of each fiscal year and make available to the Members a statement of income, expenditures and current status of reserves.

(n) **Contracts.** Contract with any person or entity for the performance of various duties, functions and services for the Association, including, but not limited to, management, agents, contractors, legal, financial, engineering and other professional services.

**4.2. Borrowing.** The Board of Directors shall have the power to borrow money for the purpose of repair, maintenance, restoration, improvement or additions to the Common Area and facilities without the approval of the Members of the Association including, but not limited to, the power to borrow against monies on deposit and to assign assessment income.

## **Article 5. OFFICERS.**

**5.1. Officers.** The officers of the Association shall be appointed by the Board and shall be a Chairman who serves as the Chief Executive Officer of the Board of Directors and who must be a member of the Board of Directors, and

a President, Vice President, Secretary, and Treasurer who may, but do not necessarily have to be on the Board of Directors. The Chairman may not hold another office in the Association, however, any two (2) or more offices may be held by the same person, except the offices of President and Treasurer. The Board of Directors may appoint such other officers as shall be deemed necessary.

**5.2. Appointment, Term of Office and Vacancies.** The officers of the Association shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, to serve for a one year term. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors and the person appointed shall serve for the remainder of the term.

**5.3. Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**5.4. Removal.** Any officer may be removed by the Board of Directors with or without cause by a majority vote of the directors.

**5.5. President.** The President shall preside at all meetings of the Association and shall see that all resolutions of the Board of Directors are carried out. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Virginia Nonstock Corporation Act and such other powers as are authorized by the Board of Directors.

**5.6. Vice President.** The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

**5.7. Secretary.** The Secretary shall count and record all votes of the Association and the Board of Directors, keep or direct the keeping of the minutes of all meetings of the Association and Board of Directors, have charge of such books and papers as the Board of Directors may direct and, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with the Virginia Nonstock Corporation Act.

**5.8. Treasurer.** The Treasurer shall have the responsibility of keeping full and accurate financial records and books of account showing all receipts and disbursements, arranging for the preparation of all required financial statements and tax returns and depositing all monies and other valuable assets in the name of the Association in such depositories or accounts, fully insured by an agency of the Federal Government or otherwise as fully insured, as may from time to time be designated by the Board of Directors.

**5.9. Agreements, Contracts, Deeds, Leases, Checks, and Other Instruments of the Association.** All agreements, contracts, deeds, leases and other instruments of the Association shall be approved by a majority of the Board of Directors and executed by the President or by such other person or persons as may be designated by resolution of the Board of Directors.

#### **Article 6. COMMITTEES**

The Board of Directors may appoint committees to perform such tasks and to serve for such periods as may be designated by the Board. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or within rules and policies adopted by the Board of Directors. All committee members serve at the pleasure of the Board of Directors and the actions of all committees shall be subject to the Board's review, approval, supervision and discretion.

#### **Article 7. RESALE DISCLOSURE PACKETS.**

Except as otherwise provided by law, an Owner may request that the Association furnish a certificate in writing for the purchaser within fourteen (14) days of the request, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid or whether there are any outstanding rules violations. A reasonable charge as allowed by law may be made by the Board for the issuance of these certificates. Such disclosure packets shall be conclusive evidence of payment of any assessment therein stated to have been paid.

#### **Article 8. REMEDIES AND RULE MAKING.**

**8.1. Compliance and Default.** Every Owner, and all those entitled to occupy a Lot and any guests or invitees shall comply with all lawful provisions of the Declaration, Bylaws, Articles of Incorporation, resolutions and the rules and regulations. Any lack of such compliance shall be grounds for an action or suit to recover sums due, damages or injunctive relief; foreclosure of the lien for assessments; suspension of voting; suspension of rights to use facilities, or other rights; assessment of charges; or any other remedy available at law or in equity, including administration and court costs and reasonable attorneys' fees actually incurred, all of which may be sought by the Association or if appropriate by an aggrieved Owner.

**8.2. Authority and Enforcement.** The Properties shall be used only for those uses and purposes set out in the Declaration, Bylaws, and rules and in accordance with the restrictions therein contained. The Board shall also have the authority to make and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Lots, roads and the Common Areas, provided that copies of all such rules and regulations shall be furnished to all Lot Owners who have requested such and who have furnished the Association

with their name and mailing address. The use of the Common Areas shall be limited to the Lot Owners, lawful tenants, their guests and invitees.

(a) Abating Violations. The violation of any of the regulations adopted by the Board of Directors, breach of any provision of the Declaration, Bylaws or law shall give the Board of Directors the right to enter upon the Lot as to which such violation or breach exists and to repair, maintain, abate and remove, at the expense of the defaulting tenant and Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not be deemed guilty thereby in any manner of trespass. Provided, however, reasonable written notice shall be provided except in the event of life or injury threatening or property destroying emergencies, in which case the Board may take immediate action.

(b) Suspension of Rights. The violation of any of the rules and regulations adopted by the Board or breach of the Declarations, Bylaws or the law shall give the Board the right, after affording the Owner or tenant reasonable notice to cease or correct such violation or breach, to suspend an Owner's right to vote or right to use any community facilities for the period of the delinquency or violation.

(c) Assessment of Charges. For violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder, or damage or need for repair or maintenance to the Common Areas, including without limitation cleaning up after pets, by an Owner, his family, guests, invitees, occupants, contractors, or lessees, the Board shall have the power to impose reasonable rules violation charges which shall constitute a lien upon the Lot and shall be collected in the same manner as an assessment. No charge shall be assessed until after written notice and an opportunity for a hearing before the Board of Directors or its committee. No charge shall exceed \$10.00 per day for a continuing violation or \$50.00 for a one-time violation, or such greater amounts as shall be permitted by law.

(d) Remedies Cumulative. Nothing herein contained shall be construed to limit the Association's right to any other remedies at law or equity available to it to enforce the Declaration, the Bylaws, resolutions or the rules and regulations of the Association. The remedies contained herein shall be construed as cumulative of the Association's other rights of enforcement at law or in equity or any other remedies available to the Association.

(e) Effect of Failure to Enforce Provision. The failure of the Association or any Owner to enforce a provision of the Declaration, Bylaws, law or any rules on any occasion is not a waiver of the right to enforce the provision on any other occasion.



## Article 9. MISCELLANEOUS

**9.1. Fiscal Year.** The fiscal year of the Association shall be March 1 through the last day of February of the following year.

**9.2. Conflicts.** If there are conflicts or inconsistencies between the provisions of Virginia law, Louisa County law, the Declaration, Articles of Incorporation, Bylaws, resolutions and rules, the order in which they shall prevail shall be the order herein stated.

**9.3. Amendment.** These Bylaws may be amended by approval of the Board of Directors and shall become effective upon execution by the Board of Directors.

### 9.4. Books and Records.

(a) Score of Inspection. The books and records of the Association may be inspected by Members of the Association in accordance with the provisions of the Virginia Property Owners' Association Act, Sections 55-508 et seq., and the Virginia Nonstock Corporation Act, Sections 13.1-801 et seq., of the Code of Virginia, and the Declaration and these Bylaws.

(b) Rules for Inspection. The Board may establish reasonable rules with respect to inspection of the Associations documents and books and records which are not in conflict with statute, the Declaration or these Bylaws.

(c) Inspection by Directors. Every current director shall have the right at any reasonable time to inspect all books, records and documents of the Association and the physical Properties owned or controlled by the Association whether or not in the custody of a managing agent or other agent of the Association.

### 9.5. Notices.

(a) Mailing or Delivery. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(1) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Owner; or

(2) if to the Association, the Board of Directors, or the managing agent, if any, or at such other address as shall be designated by a notice in writing to the Owners pursuant to this Section.

(b) Owner's Obligation.

(1) Roster of Owners. The Association shall maintain a current roster of names and addresses of each Owner to which notice of meetings of the Association shall be sent. Each Owner shall, within ten (10) days after acquiring title to a Lot, furnish the Board of Directors of the Association or such person as designated by the Board of Directors with his name and current mailing address.

(2) Conclusiveness of Address. All addresses provided in accordance with the Declaration and the Bylaws shall be presumed to be the address of record for all Association business and the last known residential address of the Lot Owner, and shall remain so until notification has been provided to the Board of Directors in writing.

**9.6. Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine as appropriate.

**9.7. Severability.** Whenever possible, each provision of the Declaration and Bylaws shall be interpreted in such manner as to be effective and valid, but if the application of any provision of the Declaration and Bylaws to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of the Declaration and Bylaws are declared to be severable.

**9.8. Captions.** The captions of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

**IN WITNESS WHEREOF, the Board of Directors, on November 22, 1997 has caused these Bylaws to be executed in its name on behalf of the Bluewater Property Owners Association, Inc. following the Amendment and adoption of these Bylaws pursuant to the required voting and approval of the Board of Directors.**

By:   
Chairman of the Board of Directors,  
Bluewater Property Owners Association, Inc.

By:   
Secretary, Bluewater Property Owners Association, Inc.

**CERTIFICATE OF THE CHAIRMAN OF  
BLUEWATER PROPERTY OWNERS ASSOCIATION, INC.**

I, Wayne Jones, the undersigned, do hereby certify that I am the duly elected and acting Chairman of the Board of Directors of The Bluewater Property Owners Association, Inc., a Virginia nonstock corporation located in Louisa, Virginia, and that the foregoing constitutes an amendment to the Bylaws of such corporation, as duly adopted in accordance with the Bylaws by the consent of a majority of the members of the Board of Directors of the Bluewater Property Owners Association, Inc. at the meeting held on the 22nd day of November, 1997.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Corporation this 8th day of May, 1998.

Attest: Janel Mendenhall  
Secretary, Bluewater Property Owners Association, Inc.

By: Wayne Jones  
Chairman, Bluewater Property Owners Association, Inc.

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Louisa

On this 8th day of May, 1998, before me Wayne Jones, the undersigned, personally appeared Wayne Jones, the Chairman of the Bluewater Property Owners Association, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

James Antie Moore  
Notary Public

My Commission Expires: My Commission Expires March 31, 1999

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Louisa

On this 8th day of May, 1998, before me Janel Mendenhall, the undersigned, personally appeared Janel Mendenhall, the Secretary of the Bluewater Property Owners Association, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

James Antie Moore  
Notary Public

My Commission Expires: My Commission Expires March 31, 1999

AMENDMENTS TO THE  
ARTICLES OF INCORPORATION  
BLUEWATER PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, Bluewater Property Owners Association, Inc. is a nonstock corporation authorized to conduct business in the Commonwealth of Virginia;

WHEREAS, Bluewater Property Owners Association, Inc. is governed by the Virginia Nonstock Corporation Act ("Act"), 13.1-801 et Leg. of the Code of Virginia (1950, as amended);

WHEREAS, pursuant to §13.1-886(B)(1) of the Act, the Board of Directors for Bluewater Property Owners Association, Inc. has recommended to the members that the Articles of Incorporation should be amended;

WHEREAS, pursuant to §13.1-886(E) of the Act, at least two-thirds of the members of Bluewater Property Owners Association, Inc., at a meeting in which a quorum was established, have affirmatively voted, as evidenced by the certificate attached hereto, to amend the Articles of Incorporation to include the changes set forth herein;

NOW THEREFORE, in accordance with the Virginia Nonstock Corporation Act, the Articles of Incorporation for Bluewater Property Owners Association, Inc. are hereby amended as follows:

The existing Articles of Incorporation for Bluewater Property Owners Association, Inc. shall be deleted in its entirety and shall be replaced by the following:

RESTATED ARTICLES OF INCORPORATION  
OF THE  
BLUEWATER PROPERTY OWNERS ASSOCIATION, INC.

I, the undersigned natural person of the age of twenty-one years or more, as Chairman of Bluewater Property Owners Association, Inc., hereby affirm that on this 8th day of May, 1998, the following Articles of Incorporation for Bluewater Property Owners Association, Inc. have been adopted by the requisite vote of the membership, pursuant to the Commonwealth of Virginia Nonstock Corporation Act, Title 13.1, Chapter 10, Section 13.1-801, Code of Virginia (1950, as amended).

**II. ARTICLES OF INCORPORATION**

**FIRST: Name.** The name of the Corporation is Bluewater Property Owners Association, Inc.

**SECOND: Duration.** The period of duration of this Corporation is perpetual.

**THIRD: Purpose.**

(a) The purposes for which the Corporation is organized are as follows:

- (1) to be and constitute the property owners association (hereinafter referred to as "Association") to which reference is made in the Deeds of Is Declaration and the Bylaws of Bluewater Property Owners Association, Inc. (hereinafter Declaration" and "Bylaws"), which established a plan of development and which Declarations were initially filed of record in a Deed of Declaration filed on November 19, 1980, at Deed Book 239, Page 175, et as amended and applicable to "Bluewater" Section I and II, and a Deed of Declaration dated March 12, 1982, and applicable to "Bluewater" Sections III, IV and V and recorded on March 18, 1982 in the Circuit Court of Louisa County, Virginia, in Deed Book 250, at Page 340 et g., in the Clerk's Office of the Louisa County, Virginia Circuit Court, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the recorded Declaration and in the Bylaws of the Association, as amended, and as provided by law; and
- (2) to provide an entity for the furtherance of the interests of the owners of lots in the development.

(b) In furtherance of its purposes, the Corporation shall have the following powers, which, unless indicated otherwise by the Virginia Nonstock Corporation Act, Sections 13.1-801 et g., Code of Virginia, (1950, as amended) and the Virginia Property Owners' Association Act, Section 55-508, et M., Code of Virginia, (1950, as amended), the Declaration or Bylaws, may be exercised by the Board of Directors:

- (1) all of the powers conferred upon nonstock corporations by common law and the statutes of the Commonwealth of Virginia in effect from time to time;
- (2) all powers conferred upon property owners associations by common law and the statutes of the Commonwealth of Virginia, including the Property Owners' Association Act, as amended and in effect from time to time; and
- (3) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, or the Declaration, including, without limitation, the following:

(a) to fix and to collect assessments or other charges to be levied against the properties;

(b) to manage, control, operate, maintain, repair, and improve the common areas and facilities, and property subsequently acquired by the Corporation, or any property owned by another, for which the Corporation, by rule, regulation, Declaration and Bylaws, or contract, has a right or duty to provide such services;

(c) to enforce covenants, conditions, rules or restrictions affecting any property to the extent the Corporation may be authorized to do so under the Declaration, Bylaws or by law;

(d) to engage in activities which will actively foster, promote, and advance the common interests of all owners of lots in the Corporation;

(e) to buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal and mixed property of all kinds and any rights or interest therein for any purpose of the Corporation;

(f) to borrow money for any purpose of the Corporation, limited in amount or in other respects as may be provided in the Declaration or Bylaws of this Association;

(g) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Corporation, with or in affiliation with any other association, corporation, or other entity or agency, public or private;

(h) to adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Corporation; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration or other Association governing documents; and

(i) to do everything necessary and proper for the accomplishment of the above-stated objectives, or necessary or incidental to the protection and benefit of the Corporation, and in general to carry out any lawful business necessary to the attainment of the purposes of this Corporation, whether such business is similar in nature to the objectives and powers hereinabove set forth, or otherwise.

(j) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article THIRD are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article THIRD.

**FOURTH: Membership.** The Corporation shall be a membership Corporation without certificates or shares of stock. All lot owners, as the term is defined in

the Declaration, Bylaws and the Virginia Property Owners' Association Act, by virtue of their ownership of lots in the Association, are members of the Association and thereby of this Corporation. A lot owner's membership ends when he or she is no longer a lot owner.

**FIFTH: Voting.** The members shall be entitled to vote one vote for each lot owned in the Association in accordance with the provisions of the Declaration and Bylaws, provided, however, that there shall be only one (1) vote allowed for each lot in accordance with the Declaration and Bylaws, whether owned by a member individually, jointly, or in common with others. There shall be no cumulative voting.

**SIXTH: Quorum.** At any meeting of the lot owners, a quorum consists of ten percent (10%) of the votes of the lot owners, present in person or by proxy, except as otherwise provided or amended in the Bylaws.

**SEVENTH: Board of Directors.** The business and affairs of the Corporation shall be conducted, managed, and controlled by a Board of Directors. The Board shall consist of at least three (3), but no more than seven (7) members; the specific number of directors may be changed from time to time as permitted in the Bylaws. The initial Board of Directors shall consist of the following seven (7) members:

Wayne Jones  
9708 Sudley Manor Road  
Manassas, Virginia 22110

Janell Mendenhall  
246 Mulberry Meadow  
Mineral, Virginia 23117

Paul Umberger  
8801 Cuttermill Place  
Springfield, Virginia 22153

Karen Serum  
545 S. Bluewater Boulevard  
Mineral, Virginia 23117

Fred Darmanin  
332 S. Bluewater Boulevard  
Mineral, Virginia 23117

D.A. Miller  
123 Mulberry Meadow  
Mineral, Virginia 23117

Paul Koenig  
6925 Willow Street  
Falls Church, Virginia 22046

The method of election and term of office, removal and filling of vacancies shall be as set forth in the Bylaws. The Board may appoint such additional officers and committees as it, in its discretion, may deem necessary. Such officers and committees shall hold their office or position at the pleasure of the Board. The Board may delegate such operating authority to such companies, individuals,

officers or committees as it, in its discretion, may determine necessary or provided in the recorded Declaration and the Bylaws.

**EIGHTH: Dissolution.** The Corporation may be dissolved only as provided in the Declaration, Bylaws, and by the laws of the Commonwealth of Virginia.

**NINTH: Amendments.** These Articles may be amended as provided by the Commonwealth of Virginia Nonstock Corporation Act by the affirmative vote of a majority of the votes present in person or by proxy at a meeting at which a quorum is present, provided that no amendment shall be in conflict with the Declaration or Bylaws, and provided further that no amendment shall be effective to impair or dilute any rights of members that are governed by the Declaration and Bylaws.

**TENTH: Registered Office and Registered Agent.** The Registered Office of the Bluewater Property Owners Association, Inc. shall be located in Fairfax County at 9990 Lee Highway, Suite 450, Fairfax, Virginia 22030-1704. Kenneth E. Chadwick, a member of the Virginia State Bar and a resident of Fairfax County, Virginia, shall be the Registered Agent for the Corporation, having an address identical with such Registered Office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of the date hereinbefore set forth.

Attest: Janell Mendenhall  
Janell Mendenhall  
Secretary  
Bluewater Property Owners  
Association, Inc.

By: Wayne Jones  
Wayne Jones  
Chairman of the Board of Directors  
Bluewater Property Owners  
Association, Inc.

CERTIFICATE OF THE CHAIRMAN OF THE BOARD OF DIRECTORS OF BLUEWATER PROPERTY OWNERS ASSOCIATION, INC.

The Chairman of the Board of Directors of the Bluewater Property Owners Association, Inc. hereby certifies that the Amendment of the Articles of Incorporation and the Restated Articles of Incorporation to which this Certificate is attached was approved by the affirmative vote of a majority of the votes of the membership present in person or by proxy at a meeting at which a quorum was present.

Attest: Janell Mendenhall  
Janell Mendenhall  
Secretary  
Bluewater Property Owners  
Association, Inc.

By: Wayne Jones  
Wayne Jones  
Chairman of the Board of Directors  
Bluewater Property Owners  
Association, Inc.

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Louisa

On this 8th day of May, 1998, before me Wayne Jones, the undersigned, personally appeared, Wayne Jones, Chairman of the Board of Directors of the Bluewater Property Owners Association, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Janice Ruth Moore  
Notary Public

My Commission Expires: My Commission Expires March 31, 1999

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Louisa

On this 8th day of May, 1998, before me Janell Mendenhall, the undersigned, personally appeared, Janell Mendenhall, Secretary of the Bluewater Property Owners Association, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Janice Ruth Moore  
Notary Public

My Commission Expires: My Commission Expires March 31, 1999

**III. DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

**CORRECTIVE AMENDMENT TO THE  
AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
BLUEWATER PROPERTY OWNERS ASSOCIATION, INC.**

THIS CORRECTIVE AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BLUEWATER PROPERTY OWNERS ASSOCIATION, INC., is made the 8<sup>th</sup> day of May, 1998, by BLUEWATER PROPERTY OWNERS ASSOCIATION, INC., a Virginia nonstick corporation hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, on June 2, 1997, the Association sent, by U.S. Mail, all of the lot owner members of the Association, to their last known residential address, a true and accurate copy of the proposed Amended Declaration of Covenants, Conditions and Restrictions (hereafter, "Amended Declaration") with an attached ballot for their vote on whether or not they approved of the Amended Declaration; and

WHEREAS, the version of the proposed Amended Declaration which was mailed on June 2, 1997 by the Association, contained the entire provision known as Article 4, Section 4.1 of the Amended Declaration; and

WHEREAS, the requisite number of membership votes required to amend the Association's previous Declaration voted in the affirmative to approve the Amended declaration and all of the terms and conditions therein as contained in the June 2, 1997 mailing; and

WHEREAS, on December 28, 1997, the Chairman of the Bluewater Property Owners Association, Inc. certified that a majority of the members of the Association had duly voted in the affirmative to adopt the Amended Declaration of Covenants, Conditions and Restrictions (hereafter, "Amended Declaration") of Bluewater Property Owners Association, Inc.; and

WHEREAS, the Amended Declaration was duly recorded amongst the land records of Louisa County, Virginia in Deed Book 559, Page 395 et seq., on January 26, 1998; and

WHEREAS, subsequent to the recordation of the Amended Declaration, it was discovered that the recorded Amendment Declaration mistakenly failed to

contain Article 4, Section 4.1 of the Amended Declaration which was contained, in its entirety, in the version of the Amended Declaration which was mailed on June 2, 1997 to the Association's membership for their vote and subsequent approval; and

WHEREAS, this Corrective Amended Declaration contains the entire contents of Article 4, Section 4.1 of the Amended Declaration, which is identical in all provisions to the version of the Amended Declaration distributed by the June 2, 1997 mailing which was approved by the Association's membership pursuant to their vote; and

WHEREAS, the mistake contained in the recorded Amendment Declaration shall be remedied by the recordation amongst the land records of Louisa County, Virginia of this Corrective Amended Declaration which contains the entire contents of Article 4, Section 4.1 of the Amended Declaration as approved by the Association's membership; and

NOW THEREFORE, this Corrective Amended Declaration of Covenants, Conditions and Restrictions of Bluewater Property Owners Association, Inc. shall be recorded amongst the land records of Louisa County, Virginia and shall correct and supersede, in its entirety, the Amended Declaration of Covenants, Conditions and Restrictions of Bluewater Property Owners Association, Inc., as recorded amongst the land records of Louisa County, Virginia in Deed Book 559, Page 395 et seq., on January 26, 1998;

**AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
BLUEWATER PROPERTY OWNERS ASSOCIATION, INC.**

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 8<sup>th</sup> day of May, 1998, by BLUEWATER PROPERTY OWNERS ASSOCIATION, INC., a Virginia nonstock corporation, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, by Deed of Declaration dated May 2, 1980, and applicable to "Bluewater" Sections I and II and recorded on November 19, 1980 in the Circuit Court of Louisa County, Virginia, in Deed Book 239, at Page 175 Bluewater Development Company (hereinafter "Declarant") did reserve to itself certain rights and powers pertaining to Lots located in "Bluewater," Mineral District, Louisa, Virginia; and

WHEREAS, by another Deed of Declaration dated March 12, 1982, and applicable to "Bluewater" Sections III, IV and V and recorded on March 18, 1982 in the Circuit Court of Louisa County, Virginia, in Deed Book 250, at Page 340 et seq., Bluewater Development Company, did reserve to itself certain rights and powers pertaining to Lots located in "Bluewater," Mineral District, Louisa County, Virginia; and

WHEREAS, Bluewater Property Owners Association, Inc., a Virginia non-stock corporation, is a property owners association composed of all Lot owners at Bluewater and is operated by and for the benefit of all Lot owners at Bluewater; and

WHEREAS, under Article IX, of both Deeds of Declaration referenced above hereinafter collectively referred to as the "Deed of Declaration", the Deed of Declaration may be amended by the affirmative vote of a majority of the Lot Owners if the Declarant owns less than ten percent (10%) of the lots within Sections I, II, III, IV and V of Bluewater;

WHEREAS, the Declarant no longer owns ten percent (10%) of the lots within Sections I, II, III, IV and V of Bluewater;

WHEREAS, Lot Owners representing at least a majority of the Lot Owners in the Association have voted affirmatively, as evidenced by the certificate attached hereto, for this Amendment to the Deed of Declaration of the Bluewater Property Owners Association, Inc.; and

WHEREAS, it is the intent and desire of at least a majority of the Lot Owners in the Association to amend the original Deed of Declaration by recording this Amended Declaration of Covenants, Conditions and Restrictions, which shall in every respect replace and supersede the original Deed of Declaration.

NOW, THEREFORE, the Association, for and in consideration of the premises and covenants contained herein, does hereby declare the real property described in said Deed of Declaration dated May 2, 1980, and applicable to "Bluewater" Sections I and II and recorded on November 19, 1980, in the Circuit Court of Louisa County, Virginia, in Deed Book 239, at Page 175 and the Deed of Declaration dated March 12, 1982, and applicable to "Bluewater" Sections III, IV and V and recorded on March 18, 1982 in the Circuit Court of Louisa County, Virginia, in Deed Book 250, at Page 340 (hereinafter "Properties") to be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their successors and assigns, shall inure to the benefit of each owner thereof, and shall in every respect replace and supersede the said original Deeds of

Declaration, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plat while preserving to the Association certain rights, and which provisions of the Declaration of Covenants, Conditions and Restrictions shall be deemed to run with the land, to-wit:

WITNESSETH:

**Article 1. NAME, PRINCIPAL OFFICE, AND DEFINITIONS.**

**1.1. Name.** The name of the Association is the Bluewater Property Owners Association, Inc., (hereinafter referred to as the "Association"), an incorporated association comprised of owners of lots in the Bluewater subdivision of the Mineral District, Louisa County, Virginia.

**1.2. Principal Office.** The principal office of the Association shall be located in Mineral, Virginia. The Association may have such other offices, either within or outside the Commonwealth of Virginia, as the Board of Directors may determine or as the affairs of the Association may require.

**1.3. Definitions.** The words used in this Declaration of Covenants, Conditions and Restrictions shall have meaning as set forth below, unless the context or documents provide otherwise:

(a) "**Declaration**" shall mean and refer to this Amended Declaration of Covenants, Conditions and Restrictions ("Declaration") applicable to the Properties more fully described above and recorded in the Land Records of Louisa County, Virginia.

(b) "**Common Area**" shall mean all real property owned by the Association including, but not limited to, private roads and all appurtenances thereto and improvements thereon, for the common use and enjoyment of the Members of the Association.

(c) "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map of Bluewater Sections I, II, III, IV and V and subject to the Deeds of Declaration, with the exception of the Common Areas.

(d) "**Properties**" shall mean all of the Common Area, including private roads, owned by the Association and all of the property more fully described as follows: the real property described in said Deed of Declaration dated May 2, 1980, and applicable to "Bluewater" Sections I and II and recorded on November 19, 1980 in the Circuit Court of Louisa County, Virginia, in Deed Book 239, at Page 175, and the Deed of Declaration dated March 12, 1982, and applicable to "Bluewater" Sections

III, IV and V and recorded on March 18, 1982 in the Circuit Court of Louisa County, Virginia, in Deed Book 250, at Page 340

(e) "**Majority**" shall mean more than fifty percent (50%) of the votes of the owners present in person or by proxy.

(f) "**Member**" shall mean and refer to every person or entity who is a record or legal owner of any Lot within the Bluewater Community.

(g) "**Member in Good Standing**" means an owner who is not delinquent in payment of charges or assessments and is not currently under suspension of privileges of membership.

(h) "**Owner**" shall mean and refer to the owner of record, as recorded among the land records of Louisa County, Virginia, whether one or more persons or entities, of any Lot which is a part of the Bluewater Properties as more fully described in this Declaration, including any person or legal entity who has contracted to purchase fee simple title to a Lot pursuant to a written agreement, in which case seller under said agreement shall cease to be the owner while such agreement is in effect, but excluding those having such interest merely as security for the performance of an obligation.

## **Article 2. MEMBERSHIP.**

The Association shall have one (1) class of Membership, as is more fully set forth in the Declaration. Every person or entity who is owner of record, as recorded among the land records of Louisa County, Virginia, of any Lot included within the Bluewater Community shall be a Member of the Association. Ownership of the requisite property interest shall be the sole qualification for the Membership. Membership is mandatory and concurrent with the property ownership as more fully described herein.

## **Article 3. VOTING RIGHTS.**

Each member of the Association shall be entitled to one vote for each numbered and recorded Lot in the Bluewater subdivision owned by the Member, but at no time shall there be more than one vote per Lot. When a Lot has multiple Members, the vote of the Lot, if cast by the Lot Owner Members in person, shall be exercised as the Owners themselves determine. If, however, the Members cannot agree, the vote will not be counted. If only one Member from a particular Lot is present at the meeting of the Association, that person shall be entitled to cast the vote of the Lot and the consent of any other Lot Owner Members shall be conclusively presumed. Unless a specific percentage is required elsewhere in the Declaration or Bylaws, all decisions shall be by a Majority vote. Cumulative voting shall not be permitted.

## **Article 4. PROPERTY RIGHTS.**

**4.1. Member's Easements of Enjoyment.** Every Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable Admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to limit the number of guests of Members at such recreational facility;

(c) The right of the Association, through its Board of Directors to adopt and enforce rules and regulations overseeing the use of the Common Area, including the imposition of charges for the violation thereof;

(d) The right of the Association to suspend the voting rights and rights of a Member to the use of any Common Area, except for ingress and egress purposes to a Member's Lot, and the use of non-essential services provided by the Association for any period during which any assessment against his Lot remains unpaid, and for any infraction of its published rules and regulations;

(e) The right of the Association, in accordance with the Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, to mortgage said property, subject to this Declaration and the easement of enjoyment created hereby, and to acquire property encumbered by the lien or liens of the deed of trust securing improvements on said property; provided that any such mortgage of the Common Area must state that it is subject to this Declaration and the easement of enjoyment created hereby;

(f) The right of the Association at any time and consistent with the then-existing zoning ordinances of Louisa County, or upon dissolution, to dedicate or transfer all or any part of the Common Area to any public - agency, authority, or utility for such purposes and subject to conditions as may be agreed to by the Members; provided that any such dedication or transfer shall have the assent of more than two-thirds (2/3) of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members no less than twenty-five (25) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. Upon such assent and in accordance therewith, the officers of the Association shall execute the necessary documents;



(g) The right of the Association to grant, with or without payment of damages to the Association, easements for the construction, reconstruction, installation, use, repair, and/or necessary maintenance of utility lines, electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment over, upon, across, through and under any portion of the Common Areas.

**4.2. Delegation of Use.** Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, or his tenants, who reside on the Member's Lot.

**4.3. Sale of Lot By Owner/Right of First Refusal.** Whenever the Owner of any Lot, as defined by this Declaration, decides to sell his Lot, or should the Owner have a bona-fide offer from a prospective purchaser which is acceptable to the Lot Owner, the Lot Owner (hereafter "Seller") shall comply, in the order as depicted, with the following:

- 1) first, offer to sell the Lot to the Owner of the Lot on the right of Seller's Lot;
- 2) next, to the Owner of the Lot on the Left of Seller's Lot; and
- 3) finally, to Bluewater Property Owners Association, Inc. (at the Association's address: One South Bluewater Boulevard, Mineral, Virginia 23117).

For the purposes of this provision, the "Lot on the right," shall be the next Lot on the right of the Seller's Lot as one faces the front of Seller's lot from the street and the "Lot on the left," shall be the next Lot on the left of Seller's Lot as one faces the front of Seller's Lot from the street. The offerings to each offeree shall be identical, shall be made successively, and each offeree shall have ten (10) days from the date of the mailing of the offer within which to accept or refuse the offer. Acceptance or refusal of the offer must be in writing to the Seller of the Lot. Nothing in this provision shall preclude, at any time, any Lot owner or the Bluewater Property Owners Association, Inc. from making an offer of purchase to a Lot owner for any Lot.

Seller's offers, as outlined above, shall include the price and terms (see sample letter inside rear cover). In the event Seller's offers are the result of an offer of purchase of Seller's Lot from a bona-fide purchaser, the offers shall include the price and terms contained in the bona-fide offer which are acceptable to the Seller. The offers to sell shall be in writing and sent to the last known address of the Owners as depicted on the tax records of Louisa County, Virginia, and finally to the Bluewater Property Owners Association, Inc. If all offerees refuse to purchase Seller's Lot at the price and on the terms proposed by Seller, the Seller shall then be free to sell the Lot to the party who shall have made the bona-fide offer, or (if Seller shall have independently decided to place the Lot on the market) to any third party, in either case at a

price and on terms not substantially different than those offered, as set forth above to Seller's immediate neighbors and to the Bluewater Property Owners Association, Inc.

Further, Seller or Sellers of any Lot being sold or conveyed shall incorporate in the deed of conveyance, or attach to the deed of conveyance to be recorded therewith, an affidavit under oath that the provisions of this paragraph have been complied with by the Seller or Sellers conveying the Lot. The affidavit shall also provide that none of the parties having the right of first refusal, as more fully described herein, have exercised their right to purchase Seller's Lot. The recorded affidavit shall create a conclusive presumption that the Seller has complied with this provision of the Declaration and any purchaser or purchasers, or their successors to title, may rely upon the affidavit, and shall be fully protected upon relying upon the affidavit as to compliance with this provision, and the title to any Lot so conveyed shall be valid in perpetuity.

## **Article 5. COVENANT FOR MAINTENANCE ASSESSMENTS.**

**5.1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (a) assessments or charges and late fees in an amount to be determined by the Board of Directors; and (b) special assessments for capital improvements, or other specified items, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including legal fees charged to the Association for all work performed on a delinquent account, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs, late fees and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lots at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

**5.2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property, for the maintenance, repair and replacement of the Common Areas of the roads, and recreational areas and in particular for the payment of taxes and improvements and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

**5.3. Annual Assessment.** The annual assessment shall be established annually by the Board of Directors.

**5.4. Special Assessments.** In addition to the annual assessments authorized above, the Board of Directors may levy against the Members 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 maintenance, construction or reconstruction, repair or replacement, including capital expenditures, of the Common Area, if the purpose in so doing is found by the Board of Directors to be in the best interests of the Association.

**5.5. Rate of Assessment.** Both annual and special assessments shall be fixed at a uniform rate for all Lots.

**5.6. Due Date of Annual Assessments.** 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. In the event the assessment is not fixed thirty (30) days in advance of each annual assessment, the assessment shall continue at the same rate as the year before until such time as the Board provides notice of a different amount to the Members. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The due date of the annual assessment shall be established by the Board of Directors. The Association shall upon written demand at any time furnish a certificate in writing signed by the President or Treasurer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of these certificates.

**5.7. Remedies of the Association in the Event of Default.** Any assessment levied pursuant to this Declaration, and any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon at ten percent (10%) per annum, and a late fee to be determined by the Board of Directors, and the cost of collection thereof, including actual attorneys' fees incurred, as hereinafter provided, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied.

a) Lien and Foreclosure. The Association may bring an action at law against the Member personally obligated to pay the same and/or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided by law for the foreclosure of mortgages, deeds of trust or other liens on real property containing a power of sale or consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events, interest, late fees, costs and actual attorneys' fees shall be added to the amount of each assessment.

b) Remedies. The Association is not restricted by any election of remedies and may simultaneously proceed with legal action against a delinquent

Owner's property and the delinquent Owner as well as initiate any restrictions against a Lot Owner as more fully described herein pursuant to the Lot Owner's delinquency.

c) Liability for Post-Petition Bankruptcy Assessments. All Lot Owners that file for relief under the United States Bankruptcy Code shall be fully liable, as provided herein, for all post-petition assessment obligations until such time as the Lot Owner ceases to become the record owner of any Lot subject to this Declaration. In addition, no Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

d) Attorneys' Fees and Costs. All attorneys' fees, costs of collection and costs charged to the Association pursuant to any action taken as a result of a Lot Owner's delinquency in payment of assessments, regardless of the results of litigation or whether litigation has been initiated against the delinquent Lot Owner, may be included on the Lot Owners' account balance to the Association.

e) Late Fees and Acceleration. The application of late fees and the right of the Association to accelerate the annual assessment as currently due, if ever charged in monthly or quarterly assessments, through the fiscal year shall be determined by the Board of Directors and once levied shall be added to the delinquent Owner's account balance with the Association.

f) Application of Partial Payment. Any payment that is received by the Association and does not pay the Lot Owner's account balance with the Association in full, shall be credited first to the oldest debt in each category described below until each category is paid in full in the following order:

i) Charges for the actual attorneys' fees incurred by the Association for the prosecution of an action to enforce payment of the debt, regardless of the results of litigation or whether litigation has been initiated against the delinquent Lot Owner and all court costs;

ii) All returned check charges, costs or interest accrued as applicable;

iii) All other charges incurred by the Association as a result of any violation by an Owner, his family, employees, agents, lessees or licensees of the Declaration, Bylaws, Rules, Regulations or Resolutions;

iv) Any unpaid Association special assessments for each Lot; and

v) The annual assessment (whether monthly, quarterly or annually) for each lot.

**5.8. Subordination of the Lien to Mortgagees.** The lien of the assessments provided for herein shall be subordinate to the lien of any first trust or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of a first trust or mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

**5.9. Exempt Property.** The Common Area property subject to this Declaration shall be exempt from the assessments created herein.

## **Article 6. RESIDENTIAL USE AND IMPROVEMENTS.**

**6.1. Residential Use and Limited Business Activities.** These lots are restricted to residential use for single family, private dwellings or residences designed for occupancy by one family on each Lot. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board of Directors.

**6.2. Vehicles.** Except with the written consent of the Board of Directors, no mobile home, mobile house, travel trailer, motor home, camper unit, tent or temporary living quarters (including basements of homes to be constructed), shall be placed, maintained or occupied on any lot; provided, however, that self-propelled motor homes, travel trailers, and RVs for camping may be used on all lots for periods not exceeding nine (9) consecutive months, (March 1, through November 30) provided such temporary facilities are at least twenty-five (25) feet from the nearest side line of the lot and at least sixty (60) feet from the front easement line as depicted in the recorded plat for each lot, and are discreetly screened either by shrubbery and trees or a combination of such and artificial screens so as to be reasonably out of sight of the roadway. This restriction does not prohibit the parking of unoccupied self-propelled motor homes, or travel trailers, or camper units or boats in driveways or parking areas adjacent to single family homes.

**6.3. Buildings and Structures.** No structure or building of any kind or construction of any sort, temporary or permanent, shall be placed or permitted

upon any lot unless and until plans and descriptions of same shall have been submitted in duplicate to, and approved in writing by, the Architectural Control Committee (hereinafter, "ACC") as the same is from time to time composed.

## **Article 7. ARCHITECTURAL CONTROL COMMITTEE AND BUILDING PLANS.**

**7.1. Architectural Control Committee.** The Board of Directors shall have the power, at its discretion, to create an architectural control committee, composed of at least three Members, who will have the authority to:

(a) Review and approve, modify or disapprove applications by Owners for improvements or additions to Lots or Common Areas; standards and approved plans for alterations. Inspections of individual Lots may be conducted visually from Common Areas.

(b) Periodically inspect the Property for compliance with architectural without the permission of the Lot Owner. However, an inspection of the Lot pursuant to this provision which is conducted from the Lot must be preceded by prior written notice of the inspection to the Lot Owner;

(c) Adopt Architectural Rules and Guidelines subject to the confirmation of the Board of Directors and distribute such to the Lot Owners;

(d) Adopt procedures for the exercise of its duties.

(e) The ACC serves at the pleasure of the Board of Directors and initially shall consist of at least three (3) members appointed by the Board of Directors of the Association. In the event there is no ACC, all of the powers vested to the ACC pursuant to this Declaration shall be exercised by the Board of Directors.

**7.2. Plans.** The plans for any dwelling or other building to be constructed or externally altered on any tract, or for any other structure including fences, shall be approved in writing by the ACC prior to start of Construction or alteration. Two (2) sets of all Construction plans (to include specifications for any structure plus exterior elevations, exterior materials, color selections for the exterior, and landscaping plans) must be presented to the ACC for written approval. These plans shall also include a Lot plat showing the location of the structure planned within the property, including precise information as to the setback requirements. One set shall be returned to the Lot Owners after approval and one set shall be retained by the ACC.

**7.3. Square Footage.** The square footage requirements for residences constructed on the Lots shall be as follows, unless otherwise approved in writing by the ACC or Board of Directors: The ground floor, exclusive of open porches, patios and garages, shall not be less than 1000 square feet in the case of one-story structure, and in the case of a structure more than one story,

the total living space shall be at least 1,400 square feet for lots in Sections I and II, of Bluewater, and the ground floor, exclusive of open porches, patios and garages, shall not be less than 720 square feet in the case of one-story structure, and in the case of a structure more than one story, the total living space shall be at least 1,200 square feet for lots in Section III, IV, and V of Bluewater. Basements, garages, storage areas, patios and porches shall not be included in the total living space. No structure shall be more than two stories above ground level.

**7.4. Building Components.** Buildings may be of a contemporary period or modern design, must be of substantial construction, and the exterior must be of wood, logs, stone, vinyl, or masonry composition or other materials, in accordance with the Architectural Rules and Guidelines adopted by the ACC or the Board of Directors, and in such a manner as not to detract from, nor mar, the natural beauty of the surroundings. All buildings shall contain a substantial quantity of new material and no used structures shall be relocated or placed on any Lot: provided, however, that in the construction of vintage-type log houses, the use of used logs may be incorporated into the construction plans, subject to the approval of the ACC. No single family residence shall exceed thirty-five (35) feet in height as measured from the lowest floor level (not the basement), unless otherwise approved by the ACC.

**7.5. Setback.** Any structure erected or placed on any Lot shall be set back at least sixty (60) feet from the front road easement line, and at least twenty-five (25) feet from the rear Lot line, and at least ten (10) feet from each side Lot line, unless the ACC allows variances and adjustments in order to overcome practical difficulties and prevent unnecessary hardships. However, in the event that any side of a Lot also faces a road, that side shall be set back at least sixty (60) feet from the side easement line, unless otherwise approved by the ACC.

**7.6. Exterior.** The exterior of all buildings and landscaping must be complete within nine (9) months after start of construction or alteration: provided, however, that the ACC may approve an extension of time for appropriate cases.

## **Article 8. SUBDIVISION OF LOTS.**

No Lot may be subdivided or easements granted without the written approval of the Board of Directors. If two or more adjoining Lots are acquired by the same owner, no part or parts of said Lots shall be conveyed by said owner unless each Lot being conveyed and each Lot being retained is in compliance with all of these covenants, conditions and restrictions.

## **Article 9. STREETS, ROADWAYS AND EASEMENTS.**

**9.1. Streets and Roadways.** The streets and roadways shown on the aforementioned plats and on the plat of Bluewater, Section I, Lots 1-40, dated March

31, 1980 and recorded in the Clerk's Office of the Circuit Court of Louisa County in Plat Book 7 at page 106: on the plat of Bluewater, Section II, Lots 41-105, dated April 30, 1980 and recorded in the aforesaid Clerk's Office in Plat Book 7 at page 109: on the plat of "Bluewater," Section III, Lots 107-132, Lots 167-174 and Lots 189-214, dated April, 1981, revised March 4, 1982 and recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia in Plat Book 7 at page 172: on the plat of "Bluewater," Section IV, Lots 133-166, Lots 175-188 and Lot 215, dated April, 1981, revised March 4, 1982 and recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia in Plat Book 7 at page 173: and on the plat of "Bluewater," Section V, Lots 216-235, dated December 1981, revised March 4, 1982 and recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia in Plat Book 7 at page 174 are not publicly owned within the meaning of Section 15.1-478 of the Code of Virginia, 1950, as amended, nor are they publicly maintained. The Association reserves the right to extend roadways should, in its sole judgment, the need arise.

**9.2. Utilities.** The Association reserves unto itself, its successors or assigns, a perpetual, alienable, releasable and assignable easement upon those easements shown on the plat of survey of Bluewater subdivision for the erection, maintenance, installation and use of public utilities and drainage for surface waters where necessary to maintain proper drainage for the protection and appearance of property and the safety and health of the property owners, reserving to the Association, its successors or assigns, the sole right to convey the rights hereby reserved.

**9.3. School Bus Service.** It is understood and agreed that under the present ordinances of Louisa County, Virginia, school bus service will not be provided along private roads, however, school bus service is provided along State Route 719 at the entrance of Bluewater.

**9.4. Conveyance of Easements.** The Association reserves the right to convey to third parties perpetual and/or non-perpetual, non-exclusive, unencumbered easements and rights-of-way, with and/or without present or future cost to said third parties, over, upon, along, under and across roadways shown on the aforesaid plats.

## **Article 10. MAINTENANCE RESPONSIBILITIES.**

**10.1. Association's Responsibilities.** The Association shall be responsible for maintenance, repair and upkeep of the roadways, streets, etc., within the subdivision and the appurtenant drainage easements reserved by the Association. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyments of such roadways, streets, and such other properties within the subdivision as it may from time to time own.

**10.2. Lot Owner's Responsibilities.** The Lot Owners shall be responsible for all of the maintenance, repair and upkeep of their Lot and any structure or improvement contained therein that is not, by virtue of this Declaration, designated to be the responsibility of the Association.

**Article 11. ASSOCIATION'S GENERAL POWERS.**

The Association shall have all the powers that are set out in its Articles of Incorporation, as approved by the State Corporation Commission of Virginia, and all other powers that belong to it by operation of law, including but not limited to the power to levy against every member of the Association a uniform annual charge per Lot within the subdivision, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance and future needs and requirements of the Association, for the purposes set forth in its Articles of Incorporation.

**Article 12. ACTIVITIES ON AND USES OF LOTS.**

**12.1. Business Activities.** No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot;
- (b) the business activity conforms to all zoning requirements for the Properties;
- (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties; and
- (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board of Directors. Furthermore no heavy equipment or vehicles normally used in industry or for commercial activities shall be regularly parked or stored outdoors on any Lot.

**12.2. Vehicles.** No vehicle shall be regularly parked on any street or roadway in the subdivision. Each Lot owner shall construct and maintain suitable and adequate parking space on his property for the parking of his vehicles and those of his guests. Any truck larger than three-quarters (3/4) ton, and all unoccupied camping trailers, motor homes, and mobile camping units parked in the driveways or parking areas adjacent to the residence must be kept reasonably out of sight of residences which have been constructed on adjacent Lots and the users of the streets and roadways, except those vehicles used during the

period of construction. No stripped-down partially wrecked, inoperable or junk motor vehicles or parts thereof shall be permitted to be parked or placed for more than five (5) days consecutively or five (5) days total during any thirty (30) day period on any street or roadway or Common Area and seven (7) days consecutively or seven (7) days total during any thirty (30) day period on any lot.

**12.3. Garbage.** Garbage must be kept in covered metal or plastic containers, and trash shall be kept in rigid metal or plastic containers, and so placed or screened as not to be visible from any street or roadway, except during periods of collection, and it must be disposed of in accordance with County ordinances and the rules and regulations of the Bluewater Association. Every structure for the storage of fuel installed outside any building (if not buried below the surface of the ground) shall be appropriately screened by shrubbery or approved by the ACC.

**12.4. Appearance of Lots.** All Lots, whether occupied or not, and any improvements thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive accumulation of rubbish or debris thereon. Should any Lot owner fail to maintain improvements or premises situated on the lot in manner consistent with these restrictions, the Bluewater Association shall have the authority, after written notice to the owner of record, through its employees and agents, to enter upon the premises and repair, maintain and restore the property and improvements thereon. Any such repair and maintenance costs shall be added to and become part of the assessment(s) of which such Lot is subject

**12.5. Outhouses.** All dwelling houses and approved outbuildings, where required, shall be connected to an approved water supply and septic system. There shall be no outhouses for such purposes.

**12.6. Trees.** No living tree measuring ten inches (10") or more in diameter at twelve inches (12") above the immediate ground level may, be cut or removed without the written approval of the ACC, unless located within twenty (20) feet of the approved site of the main dwelling or accessory buildings. However, any tree may be removed without permission if dead or if a threat to the health, safety or welfare of any person.

**12.7. Animals.** No swine, sheep, goats, cattle or other domesticated or wild animals shall be kept, bred for business or commercial purposes, or maintained on any Lot. This restriction shall not apply to dogs, cats, or other small domestic animals that are household pets and of a quiet and inoffensive nature, unless it is determined by the Board of Directors that any such animal is a nuisance and must be penned, leashed, or removed.

- (a) Our community is governed by the Louisa County, Virginia leash law (see Section 12.7(b) 'Dogs Running at Large in Certain Subdivisions')

below). This means that all dogs must be under the control of their owners at all times. If you encounter a situation with a dog that is not under the control of its owner, please take the following steps:

- 1) For a leash law violation, please contact the President or any Board member so that we may address the situation directly with the dog owner. (If the leash law violation occurs, the owner will be subjected to a fine).
- 2) For a dog (or dogs) of an aggressive nature, you are asked to immediately contact the Louisa County Animal Control office at 540-894-4219. If it is an emergency situation, call 540-9671234 and report the incident immediately. If the incident goes without reporting, the Animal Control officer is restricted in his enforcement of the law if another incident occurs in the future involving that same animal(s).
- 3) Any property owners who have rental property, have the responsibility to inform their tenants of the leash law and ramification.

(b) Dogs running at large in certain subdivisions; penalty for violation.

- 1) The running at large of all dogs at any time is prohibited within the confines of the following subdivisions:
  - (a) Blue Ridge Shores Subdivision, Green Springs Magisterial District, Louisa County, Virginia.
  - (b) Aspen Hill Subdivision, Mineral Magisterial District, Louisa County, Virginia.
  - (c) Dogwood Lake Estates, Green Springs Magisterial District, Louisa County, Virginia.
  - (d) Both Waters Subdivision, Cuckoo Magisterial District, Louisa County, Virginia.
  - (e) Edgewood Bay Subdivision, Mineral Magisterial District, Louisa County, Virginia.
  - (f) Overton Fork Property Subdivision, Cuckoo Magisterial District, Louisa County, Virginia.
  - (g) Shorewood Property Subdivision, Cuckoo Magisterial District, Louisa County, Virginia.
  - (h) Spring Woods Subdivision, Jackson Magisterial District, Louisa County, Virginia.
  - (i) Bluewater Subdivision, Mineral Magisterial District, Louisa County, Virginia.

2) For the purposes of this section, a dog shall be deemed to run at large while such dog is roaming, or self-hunting off the property of its owner or custodian and not under its owner's or custodian's immediate control; provided, that no dog shall be deemed to be running at large in violation of this section if it shall be engaged in lawful hunting outside of such subdivision under the direction of its owner's or custodian's and shall thereafter stray into such subdivision; provided, that such owner or custodian shall place such dog under his immediate control within a reasonable time.

(c) Any person who permits his dog to run at large in violation of this section shall be subject to a fine of not more than \$100.00 for each occurrence.

**12.8. Fencing.** All fences and outbuildings such as garages, etc., including materials, exterior color, length, width, height, and other construction specifications, and location on the Lot, must be approved in writing by the ACC in order to preserve the appearance and natural quality of the subdivision and any platted tract. All fences must be made of wood and must be either split rail or round rail for all sides of the Lot which front a road. Other than road frontage fencing, additional fencing may be allowed elsewhere on a Lot subject to the express written approval of the ACC or Board of Directors.

**12.9. Motor Vehicles.** Motor vehicles of any kind, licensed or unlicensed registered or unregistered, including motor bikes, snow mobiles and all-terrain vehicles, may be operated on the roadways of the Common Areas, unless areas and/or vehicles have been excluded by the Board of Directors.

**12.10. Signs.** Signs shall be permitted on platted residential Lots as follows: Name signs not exceeding twelve (12) inches in height and forty (40) inches in length; For Sale or contractor signs not exceeding two (2) feet by three (3) feet in size. For Sale signs must be removed immediately upon sale of the Lot and contractor signs must be removed immediately upon completion construction. No other signs of any nature whatsoever shall be permitted any platted residential Lot or common property without the express written permission of the ACC. Unsightly signs of any nature, as determined by 11 ACC, will be removed by the ACC.

**12.11. Weapons.** No rifles, shotguns, handguns or other firearms of any type shall be permitted to be fired or discharged anywhere in the Bluewater subdivision.

**12.12. Open Fires.** No unattended open fires shall be permitted on any part of any Lot, except in outdoor fire places or incinerators equipped with fire screens, except with the written approval of the ACC.

**12.13. Drilling.** No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or within the boundaries of any

Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot within the Bluewater subdivision.

**12.14. Noxious and Offensive Activities.** No noxious or offensive activities shall be carried on any Lot or permitted to be carried on, nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood and/or any other Lot Owner.

**12.15. Lease.** Any lease or rental agreement for any Lot must be subject to the rules and regulations set forth in this Declaration and in the other Association documents.

**12.16. Easement.** The Association reserves unto itself, its successors and assigns, the following:

(a) A perpetual, alienable and releasable easement over, upon, across and under those Lots shown on the plat of survey of Bluewater subdivision lot(s) for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public convenience or utilities, and the Association may further cut drain ways for surface water wherever and whenever such action may appear to the Association to be necessary in order to maintain standards of health, safety and appearance.

(b) There is hereby granted a blanket easement to the Association, its directors, officers, agents and employees, to any manager employed by or on behalf of the Association and to all police, firemen, ambulance personnel and all similar persons to enter upon the Property in the exercise of the functions provided by this Declaration and the Articles, Bylaws and rules of the Association in the event of emergencies and in performance of Governmental functions.

(c) The rights accompanying the easements provided in Paragraph (a) of this Article shall be exercised only during reasonable daylight hours and then whenever practicable, only after advance notice to, and with the permission of any Owner or tenant directly affected thereby when, not an emergency situation or a Governmental function.

**12.17. Rules and Regulations.** The Association, through its Board of Directors, shall have the authority to adopt such rules and regulations regarding this Article as it may from time to time consider necessary or appropriate.

### **Article 13. RIGHT OF ENTRY.**

The Covenants, Conditions and Restrictions herein contained shall run with and bind the land and each is enforceable by the Association, through its Board of Directors and the individual members of the Association, and their successors or assigns in title. In the event of a violation or breach of any of the restrictions by any property owner or agent, the owners of lots in the subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of such terms in any event. In addition, the Board of Directors shall have the right, whenever there shall have been built any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass.

### **Article 14. PARKING.**

The Association, through its Board of Directors shall, at its discretion, promulgate such rules and regulations needed to regulate the use of any parking areas that may be constructed or authorized on Common Areas for the benefit of all Lot Owners.

### **Article 15. POWERS AND DUTIES OF THE ASSOCIATION.**

**15.1. Discretionary Powers and Duties.** The Association shall have powers and duties including, but not limited to, the following, which shall be exercised at its discretion:

(a) To enforce any and all building restrictions which are imposed by the terms of this Declaration or which may hereafter be imposed on any part of the Property. Nothing contained herein shall be deemed to prevent the Owner of any Lot from enforcing any building restrictions in his own name; the right of the enforcement shall not serve to prevent such changes, releases or modifications of the restrictions placed upon any part of the Property by any party having the right to make such changes, releases or modifications in the deeds, contracts, declarations or plats in which such restrictions and reservations are set forth; and the right of enforcement shall not have the effect of preventing the assignment of those rights by the proper parties wherever and whenever such rights of assignment exist. The expense and costs of any enforcement proceedings initiated by the Association shall be paid out of the general fund of the Association as hereinafter provided for;

(b) Provide such light as the Association may deem advisable on streets and for the security or maintenance of any and all improvements, structures or facilities which may exist or be erected from time to time on any Common Area;

(c) To build facilities upon land owned or controlled by the Association;

(d) To use the Common Area and any improvements, structures or facilities erected thereon, subject to the general rules and regulations established and prescribed by the Association and subject to the establishment of charges for their use;

(e) To mow or resow the grass and to care for, spray, trim, protect, plant and replant trees and shrubs growing on the Common Area and to pick up and remove from said property and area all loose material, rubbish, filth and accumulation of debris and to do any other thing necessary or desirable in the judgment of the Association to keep the Common Area in neat appearance and in good order;

(f) To exercise all rights and control over any easements which the Association may from time to time acquire, including but not limited to, those easements specifically reserved to the Association in this Declaration;

(g) To create, grant and convey easements upon, across, over and under all Association property, including but not limited to easements for the installation, replacement, repair and maintenance of utility lines serving Lots within the Property;

(h) To employ counsel and institute and prosecute such suits as the Association may deem necessary or advisable, and to defend suits brought against the Association;

(i) To employ from time to time such agents, servants and laborers as the Association may deem necessary in order to exercise the powers, rights and privileges granted to it, and to make contracts;

(j) A right of entry on any Lot to perform emergency repairs to take emergency action as a result of a situation or structure on the Lot which poses an immediate threat to the health, safety or welfare of persons or property;

(k) To appoint such committees as may be necessary to, or convenient in the Association's discharge of the duties entrusted to it;

(l) To borrow money and to give, as security therefor, a mortgage or other security interest in any or all real or personal property owned by the Association, or a pledge of moneys to be received by the Association, and

to assign and pledge its right and to make assessments and charges and its right to claim a lien therefor; and

(m) To acquire by gift, purchase, or other means, to own, hold, enjoy, operate, maintain, convey, sell, lease, offer, mortgage or otherwise encumber, or dedicate for public use, real or personal property in connection with the business of this Association.

**15.2. Mandatory Powers and Duties.** The Association shall exercise the following powers, rights and duties:

(a) To accept title to the Common Area and to hold and administer said property for the benefit and enjoyment of the Owners and occupiers of Lots within the Property.

(b) To make and enforce rules and regulations governing the use of the Common Area;

(c) To obtain fidelity coverage against dishonest acts on the part of directors, officers, trustees, managers, employees or agents responsible for handling funds collected and held for the benefit of the Association. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in place. The fidelity bond coverage shall, at a minimum, be equal to the sum of the total annual assessments on all Lots in the Property plus the Associations reserve funds, if any;

(d) To maintain a comprehensive policy of public liability and hazard insurance covering the Common Area. Such insurance policy shall contain a severability of interest clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location and use. Further, the public liability insurance must provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence.

(e) To further and promote the community welfare of Lot Owners in the Bluewater community and exercise the powers and functions granted to it in, or pursuant to, the restrictive covenants applicable to the community, or any portion thereof, and any other restrictive covenants that have heretofore or may hereafter be recorded in respect to the community or any part thereof.

(f) To provide for the payment of taxes and assessments, if any, that may be levied by any governmental authority upon any area in the community that has been or may be conveyed to the Association.



(g) To levy an annual assessment upon the members of the Association, and to initiate action, legal if necessary, to collect any of such charges as are not paid. Each year the Board of Directors of the Association shall consider the current maintenance needs and future needs of the Association and, in light of those needs, shall fix the amount of the annual assessment herein provided for.

(h) To prepare and adopt an annual budget in which there shall be established the obligation of each Lot Owner to the common expenses.

(i) To expend the moneys collected by the Association from assessments or charges, and other sums received by the Association, for the payment and discharge of all proper costs, expenses and obligations incurred by the Association in carrying out all or any of the purposes for which the Association is formed; and

(j) To do any and all lawful things and acts, and to have any and all lawful powers, which a corporation organized under and by virtue of The Virginia Non-Stock Corporation Act, as amended, may do and have, and in general to do all things necessary and proper to accomplish the foregoing purposes, including the specific power to appoint any person or corporation as its fiscal agent to collect all assessments and charges levied by the Association and to enforce the Association's liens for unpaid assessments and charges or any other lien owned by the Association.

#### **Article 16. GENERAL PROVISIONS.**

**16.1. Enforcement.** The Association shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association pursuant to any term, provision, covenant or condition of this Declaration shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration or at law or in equity. The Association shall have the right to recover its actual attorneys' fees incurred pursuant to any action based on its enforcement of the Declaration, Bylaws or duly adopted Rules, Regulations or Resolutions of the Association.

**16.2. 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.

**16.3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association perpetually. The covenants and restrictions of this Declaration may be amended in whole or in part with the affirmative vote, by person or proxy, of a majority of the votes of all of the Lot Owners as defined by this Declaration. Such vote shall be at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners not less than twenty-five (25) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. Any amendment must be properly executed and acknowledged (in the manner required by law for the execution and acknowledgment of deeds) by the Association and recorded among the land records of Louisa County, Virginia.

**16.4. Captions.** The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Covenants, Conditions and Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

#### **Article 17. RESERVATIONS AND EXCEPTIONS.**

The provisions of Article 6, entitled "Residential Use and Improvements" a- the provisions of Article 7, entitled "Architectural Control Committee a-c Building Plans" (which, in pertinent part, establishes the minimum square footage for a residential dwelling) shall not be applicable to Lot 166 of Section IV, entitled "Park" and to Lot 215 of Section IV, entitled "Boat Dock," and the two other Common Area Lots, #3 of Section I and #54 of Section II.

IN WITNESS WHEREOF, the Board of Directors has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed in its name on behalf of the Bluewater Property Owners Association, Inc. following adoption of these amendments to the Declaration of Protective Covenants and Restrictions pursuant to the required majority approval of the members.

Wayne Jones  
Wayne Jones  
Chairman of the Board of Directors  
Bluewater Property Owners Association, Inc.

Janell Mendenhall  
Janell Mendenhall  
Secretary, Bluewater Property Owners Association, Inc.

CERTIFICATE OF THE CHAIRMAN OF THE BOARD OF DIRECTORS OF  
BLUEWATER PROPERTY OWNERS ASSOCIATION, INC.

The Chairman of the Board of Directors of the Bluewater Property Owners Association, Inc. hereby certifies that the Amendment of the Declaration to which this Certificate is attached was approved by the Affirmative vote by the Owners of a majority of the Lots within Bluewater. The Bluewater Property Owners Association, Inc. is located in Louisa County, Virginia, and the original Declaration applicable to the Bluewater Property Owners Association, Inc. is recorded among the Land Records of the County of Louisa, Virginia in Deed of Declaration dated May 2, 1980, and applicable to "Bluewater" Sections I and II and recorded on November 19, 1980 in the Circuit Court of Louisa County, Virginia, in Deed Book 239, at Page 175 et seq. and in Deed of Declaration dated March 12, 1982, and applicable to "Bluewater" Sections III, IV and V and recorded on March 18, 1982 in the Circuit Court of Louisa County, Virginia, in Deed Book 250, at Page 340 et seq.

Attest: Janell Mendenhall  
Janell Mendenhall  
Secretary  
Bluewater Property Owners  
Association, Inc.

By: Wayne Jones  
Wayne Jones  
Chairman of the Board of Directors  
Bluewater Property Owners  
Association, Inc.

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Louisa

On this 8th day of May, 1998, before me Wayne Jones, the undersigned, personally appeared, Wayne Jones, Chairman of the Board of Directors of the Bluewater Property Owners Association, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

James Keith Moore  
Notary Public

My Commission Expires: My Commission Expires March 31, 1999

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Louisa

On this 8th day of May, 1998, before me Janell Mendenhall, the undersigned, personally appeared, Janell Mendenhall, Secretary of the Bluewater Property Owners Association, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

James Keith Moore  
Notary Public

My Commission Expires: My Commission Expires March 31, 1999

BLUEWATER PROPERTY OWNERS ASSOCIATION  
ARCHITECTURAL CONTROL COMMITTEE (ACC)  
RULES AND GUIDELINES

WHEREAS, the Amended Declaration of Covenants, Conditions and Restrictions of Bluewater Property Owners Association requires and authorizes the Board of Directors to create an Architectural Control Committee; and

WHEREAS, the Board of Directors has appointed the membership of an Architectural Control Committee pursuant to the documents; and

WHEREAS, Article 7, Section 7.1, of the Declaration of Covenants, Conditions and Restrictions charges the Architectural Control Committee with the duty to regulate the external design, signage, appearance, use and maintenance of the property; and

WHEREAS, the Board of Directors is required to adopt Rules and Guidelines proposed by the ACC; and

NOW, THEREFORE, BE IT KNOWN THAT the following Rules and Guidelines are adopted by the Board of Directors.

The Bluewater Amended Covenants, Conditions and Restrictions Specifically address many of the subjects inherent in Guidelines such as these. However the Covenants are NOT subject to revision or change without due process. For your convenience, quotations, whole or in part, from the Covenants are contained within these rectangular borders throughout this document. The full Covenants should be consulted in the event of further questions.

**I. PROCEDURE**

**A. Background Information**

(1) These procedures and guidelines are provided as a supplement to the Amended Covenants. The intent of these guidelines is to facilitate the Lot Owner in obtaining approval for any new construction or alterations and/or additions which he or she may contemplate for his or her property.

(2) To conform to the Covenants, each proposed alteration or addition must be specifically approved by the Architectural Control Committee even though the improvement conforms to the guidelines that follow.

(3) The Architectural Control Committee will review proposals that do not comply with the following guidelines on a case by case basis. However, it is asked that Lot Owners modify their properties within these guidelines whenever possible.

(4) The Architectural Control Committee will consider only written requests as herein outlined. Oral requests will not be considered.

(5) Approval is required prior to commencing construction. The ACC has 30 days to process a complete application, though it typically responds in less time. The lot owner must allow enough lead time when filing the application.

(6) All approvals must be in writing.

**B. Application Procedures**

(1) **ALL APPLICATIONS FOR NEW CONSTRUCTION OR EXTERIOR MODIFICATIONS MUST INCLUDE A HOUSE LOCATION SURVEY SHOWING EXACT LOCATION(S) OF THE PROPOSED MODIFICATION. Three copies of the Application Form are required. One complete copy will be signed and returned upon approval.** The following are required as attachments to the application form:

- a. House Location Survey
- b. Building plans (2 copies)
- c. Vinyl siding samples
- d. Color of roof and exterior surfaces

Application forms are provided as Attachment 1 to these guidelines, and may also be obtained from Bluewater Property Owners Association by submitting a request to:

Bluewater Property Owners Association  
Architectural Control Committee  
One South Bluewater Boulevard  
Mineral, Virginia 23117

(2) The completed application must be signed by all the Lot Owner(s) and submitted to the attention of the Architectural Control Committee at the above address.

(3) The Architectural Control Committee will act upon the application as quickly as possible and notify the Lot Owner of its disposition no later than thirty (30) days after receipt.

(4) If a proposal is rejected, or accepted but modified by the Architectural Control Committee, the applicant is free to request that the Architectural Control Committee reconsider its position and is encouraged to present additional information which might help clarify the request or demonstrate its acceptability as originally submitted.

### **C. Architectural Control Committee Review Criteria**

The Architectural Control Committee evaluates all submissions, whether for new construction or modification, on the individual merits of the application. Besides evaluation of a particular design proposal, this includes consideration of the characteristics of the house and individual site and effect, if any, upon neighboring dwellings or occupants, since what may be an acceptable exterior design in one instance may not be for another.

Design decisions made by the Architectural Control Committee in reviewing applications are not based on any individual's personal opinion or taste. Judgments of acceptable design are based upon the Covenants, Conditions and Restrictions.

**7.2. Plans.** The plans for any dwelling or other building to be constructed or externally altered on any tract, or for any other structure including fences, shall be approved in writing by the ACC prior to start of Construction or alteration. Two (2) sets of all Construction plans (to include specifications for any structure plus exterior elevations, exterior materials, color selections for the exterior, and landscaping plans) must be presented to the ACC for written approval. These plans shall also include a Lot plat showing the location of the structure planned within the property, including precise information as to the setback requirements. One set shall be returned to the Lot Owners after approval and one set shall be retained by the ACC.

**7.3. Square Footage.** The square footage requirements for residences constructed on the Lots shall be as follows, unless otherwise approved in writing by the ACC or Board of Directors: The ground floor, exclusive of open porches, patios and garages, shall not be less than 1000 square feet in the case of one-story structure, and in the case of a structure more than one story, the total living space shall be at least 1,400 square feet for lots in Sections I and II, of Bluewater, and the ground floor, exclusive of open porches, patios and garages, shall not be less than 720 square feet in the case of one-story structure, and in the case of a structure more than one story, the total living space shall be at least 1,200 square feet for lots in Sections III, IV, and V of Bluewater. Basements, garages, storage areas, patios and porches shall not be included in the total living space. No structure shall be more than two stories above ground level.

**7.4. Building Components.** Buildings may be of a contemporary period or modern design, must be of substantial construction, and the exterior must be of wood, logs, stone, vinyl, or masonry composition or other materials in accordance with the Architectural Rules and Guidelines adopted by the ACC or the Board of Directors, and in such a manner as not to detract from, nor mar, the natural beauty of the surroundings. All buildings shall contain a substantial quantity of new material and no used structures shall be relocated or placed on any Lot; provided, however, that in the construction of vintage-type log houses, the use of used logs may be incorporated into the construction plans, subject to the approval of the ACC. No single family residence shall exceed thirty-five (35) feet in height as measured from the lowest floor level (not the basement), unless otherwise approved by the ACC.

**7.5. Setback.** Any structure erected or placed on any Lot shall be set back at least sixty (60) feet from the front road easement line, and at least twenty-five (25) feet from the rear Lot line, and at least ten (10) feet from each side Lot line, unless the ACC allows variances and adjustments in order to overcome practical difficulties and prevent unnecessary hardships. However, in the event that any side of a Lot also faces a road, that side shall

be set back at least sixty (60) feet from the side road easement line, unless otherwise approved by the ACC.

**7.6. Exterior.** The exterior of all buildings and landscaping must be complete within nine (9) months after start of construction or alteration; provided, however, that the ACC may approve an extension of time for appropriate cases.

#### **D. Enforcement Procedures**

The Covenants require all Owners to comply with the terms of the Association Documents and Rules and Regulations.

#### **Article 2. MEMBERSHIP.**

The Association shall have one (1) class of Membership, as is more fully set forth in the Declaration. Every person or entity who is owner of record, as recorded among the land records of Louisa County, Virginia, of any Lot included within the Bluewater Community shall be a Member of the Association. Ownership of the requisite property interest shall be the sole qualification for the Membership. Membership is mandatory and concurrent with the property ownership as more fully described herein.

#### **Article II. ASSOCIATION'S GENERAL POWERS.**

The Association shall have all the powers that are set out in its Articles of Incorporation, as approved by the State Corporation Commission of Virginia, and all other powers that belong to it by operation of law, including but not limited to the power to levy against every member of the Association a uniform annual charge per Lot within the subdivision, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance and future needs and requirements of the Association, for the purposes set forth in its Articles of Incorporation.

- (1) Violations of these Architectural Guidelines consist of:
- a. new construction or modifications commenced or completed without Architectural Control Committee approval; and/or,
  - b. new construction or modifications completed in a manner not consistent with approved plans.

- (2) The sources for reporting violations will be as follows:

- a. concerned residents (via the ACC);
- b. Architectural Control Committee observations during the normal course of ACC business; and/or
- c. member(s) of the Board of Directors.

- (3) All violations will be confirmed by a site visit by a member(s) of the Architectural Control Committee.

#### **Article 7.1. Architectural Control Committee**

(b) Periodically inspect the Property for compliance with architectural standards and approved plans for alterations. Inspections of individual Lots may be conducted visually from Common Areas without the permission of the Lot Owner. However, an inspection of the Lot pursuant to this provision which is conducted from the Lot must be preceded by prior written notice of the inspection to the Lot Owner;

#### **Article 13. RIGHT OF ENTRY.**

The Covenants, Conditions and Restrictions herein contained shall run with and bind the land and each is enforceable by the Association, through its Board of Directors and the individual members of the Association, and their successors or assigns in title. In the event of a violation or breach of any of the restrictions by any property owner or agent, the owners of lots in the subdivision or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of such terms in any event. In addition, the Board of Directors shall have the right, whenever there shall have been built any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass.

#### **E. Meetings**

- (1) The Architectural Control Committee shall meet as needed at a time and place designated by the ACC Chairman.

#### **II. MAINTENANCE STANDARDS**

Property ownership includes the responsibility for maintenance of all structures and grounds which are part of the property. This includes, but is not limited to items such as grass, removal of trash, and structural maintenance.

Maintenance affects the visual character and economic values of the property and neighborhood, and in some cases, safety.

#### A. Exterior Appearance

Residents are responsible for maintaining the exterior appearance of their house and landscape and other improvements on their Lots in good order and repair.

**Article 10.2. Lot Owner's Responsibilities.** The Lot Owners shall be responsible for all of the maintenance, repair and upkeep of their Lot and any structure or improvement contained therein that is not, by virtue of this Declaration, designated to be the responsibility of the Association.

**Article 12.3. Garbage.** Garbage must be kept in covered metal or plastic containers, and trash shall be kept in rigid metal or plastic containers, and so placed or screened as not to be visible from any street or roadway, except during periods of collection, and it must be disposed of in accordance with County ordinances and the rules and regulations of the Bluewater Association. Every structure for the storage of fuel installed outside any building (if not buried below the surface of the ground) shall be appropriately screened by shrubbery or approved by the ACC.

**Article 12.4. Appearance of Lots.** All Lots, whether occupied or not, and any improvements thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive accumulation of rubbish or debris thereon. Should any Lot owner fail to maintain improvements or premises situated on the lot in manner consistent with these restrictions, the Bluewater Association shall have the authority, after written notice to the owner of record, through its employees and agents, to enter upon the premises and repair, maintain and restore the property an: improvements thereon. Any such repair and maintenance costs shall b added to and become part of the assessment(s) of which such Lot is subject

#### B. Landscape Maintenance

Except as authorized, live trees shall be preserved.

**Article 12.6 Trees.** No living tree measuring ten inches (10") or more in diameter at twelve inches (12") above the immediate ground level may, be cut or removed without the written approval of the ACC, unless located within twenty (20) feet of the approved site of the main dwelling or accessory

buildings. However, any tree may be removed without permission if dead or if a threat to the health, safety or welfare of any person.

### III. SPECIFIC PROJECT REQUIREMENTS

#### A. General

(1) The lots in Bluewater are restricted to residential use for single family, private dwellings or residences designed for occupancy by one family on each Lot.

**Article 6.1. Residential Use and Limited Business Activities.** These lots are restricted to residential use for single family, private dwellings or residences designed for occupancy by one family on each Lot. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board of Directors.

(2) All structures require approval prior to construction.

**Article 6.3. Buildings and Structures.** No structure or building of any kind or construction of any sort, temporary or permanent, shall be placed or permitted upon any lot unless and until plans and descriptions of same shall have been submitted in duplicate to, and approved in writing by, the Architectural Control Committee (hereinafter, 'ACC") as the same is from time to time composed.

**B. Modular/Mobile Homes**

Modular homes are acceptable for permanent structures; Mobile homes are not. The following standards are provided for use in determining the acceptability of proposed home designs.

- (1) Modular homes have exterior walls constructed of 2"x4" (nominal) lumber or greater. Mobile homes often have less substantial construction.
- (2) Modular homes have main entrance doors not less than 79" in height.
- (3) Modular homes have electric meters mounted on the outside wall, not on a separate post or panel.
- (4) Modular homes must have county approved foundation in place before installation of the modular home.

**C. Driveways**

- (1) Entrance drive aprons shall be constructed in accordance with Virginia Department of Transportation standards, available from the ACC.

**D. Screening**

Where required, screening in the form of shrubbery and/or trees shall be used. Reasonable screening is defined as follows;

- (1) Initial plantings of fully sheared pines, forsythias, privet hedge or the like shall be a minimum of one-half the height of the item being screened and five year anticipated normal growth will provide screening for the full length and three-quarters (3/4) of the height of the item being screened.
- (2) The screening shall be oriented between the item being screened and the Bluewater road(s) adjacent to the lot.
- (3) The screening shall extend from ground level. (The lower branches of shrubbery or fully sheared pine trees shall not be trimmed.)
- (4) If desired by the Lot Owner, an ACC member will assist the Lot Owner to determine best approach for screening.

**E. Exterior Painting**

Repainting or staining to match original colors need not be submitted to the

ACC for approval. Changes of the color(s) of the house must be submitted and approved. Color changes apply not only to the house siding, but also to the doors, shutters, trim, roofing, and other appurtenant structures.

**F. Fences**

(1) Fences are permitted as follows:

**Article 12.8. Fencing.** All fences and outbuildings such as garages, etc., including materials, exterior color, length, width, height, and other construction specifications, and location on the Lot, must be approved in writing by the ACC in order to preserve the appearance and natural quality of the subdivision and any platted tract. All fences must be made of wood and must be either split rail or round rail for all sides of the Lot which front a road. Other than road frontage fencing, additional fencing may be allowed elsewhere on a Lot subject to the express written approval of the ACC or Board of Directors.

**G. Signs**

Signs will be permitted, after approval, as follows:

**Article 12.10. Signs.** Signs shall be permitted on platted residential Lots as follows: Name signs not exceeding twelve (12) inches in height and forty (40) inches in length; For Sale or contractor signs not exceeding two (2) feet by three (3) feet in size. For Sale signs must be removed immediately upon sale of the Lot and contractor signs must be removed immediately upon completion of construction. No other signs of any nature whatsoever shall be permitted on any platted residential Lot or common property without the express written permission of the ACC. Unsightly signs of any nature, as determined by the ACC, will be removed by the ACC.

ALL APPROVED SIGNS MUST BE LOCATED ON THE INDIVIDUAL LOT AND CLEAR OF COMMON PROPERTY, SUCH AS ROAD DRAINAGE DITCHES.

## H. Lighting

Exterior lighting shall not be directed in such a manner as to create an annoyance to the neighbors or motorists.

BLUEWATER PROPERTY OWNERS ASSOCIATION  
ARCHITECTURAL CONTROL COMMITTEE  
RULES AND GUIDELINES

These procedures and guidelines were adopted by the Architectural Control Committee this 7<sup>th</sup> day of March, 1998.

ARCHITECTURAL CONTROL COMMITTEE

By:   
Fred Darmanin, Chairman

WITNESS:

These procedures and guidelines proposed by the Architectural Control Committee are hereby approved and confirmed by the Board of Directors of Bluewater Property Owners Association this day of 1998.

BOARD OF DIRECTORS  
BLUEWATER PROPERTY OWNERS ASSOCIATION

By:   
Wayne Jones, Chairman

### ADDENDUM Architectural Control Committee

#### Application for New Construction or Exterior Modification

The BPOA Board of Directors on April 17, 2004 approved by vote to add an Addendum to the ACC application form to cover the issue of potential damage to the Common Property within the Bluewater community, including the roads.

There will be a \$2,000.00 (two thousand dollar) refundable deposit required of any Property Owner who will be doing any new construction or modification that requires the use of heavy equipment. This deposit is to be paid upon submission of said owners application.

Should there be any damage to the common property and/or roads due to heavy equipment, the deposit will be used to repair said damage. If there is no

damage to the common property or roads then the \$2,000.00 deposit will be refunded. If the repair costs exceed the \$2,000.00 deposit the overage will be the responsibility of the Property Owner.

The requirement for the Property Owner to pay the \$2,000.00 refundable deposit will be determined by the Architectural Control Committee at the time of the submission of the application.

APPLICATION FOR NEW CONSTRUCTION OR EXTERIOR MODIFICATION  
BLUEWATER PROPERTY OWNERS ASSOCIATION



APPLICANTS NAME & ADDRESS: \_\_\_\_\_ ADDRESS  
OF PROPOSED CHANGE:

HOME PHONE \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ LOT NO. \_\_\_\_\_  
FIRST SUBMITTAL: YES \_\_\_\_\_ NO \_\_\_\_\_

**INSTRUCTIONS TO APPLICANT:**

1. Consult the Guidelines for specific submittal requirements for each proposed change.
2. Submit application form (in triplicate), drawings, and other required documents (in duplicate) to:

Bluewater Property Owners Association  
Architectural Control Committee  
One South Bluewater Boulevard  
Mineral, VA 23117

3. All applications for construction or alterations, except paint color changes, require a house location survey indicating the location of the proposed changes.

4. Describe Proposed Changes (attach additional sheets and sketches or drawings as needed): \_\_\_\_\_  
\_\_\_\_\_

Estimated Start Date \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
(Allow 30 days for ACC approval (Maximum 9 mos. from APPROVAL) prior to start date)

5. I agree that compliance with Bluewater Property Owners Association Guidelines and approval by the ACC do not constitute compliance with county building and zoning codes, and ACC approval shall not be construed as a waiver or modification of any code restriction.
6. I agree that no changes will be started until written approval of the ACC has been received by me, and that if changes are made, I will be required to return the property to its former condition at my own expense and pay all legal fees incurred if this application is disapproved.
7. I agree that members of the ACC shall be permitted to enter upon my property after advance notification to me and at a reasonable time, for the purpose of inspecting the proposed change, the project in progress, and the completed project. Such entry shall not constitute a trespass.
8. I agree that the authority granted to make the proposed changes will be revoked automatically if the changes requested have not been completed within nine (9) months of the approval date.
9. I agree to accept responsibility for repairs to any roads damaged by my contractors, subcontractors or delivery/construction activities or others involved in this project.

LOT OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(All Owners must sign) \_\_\_\_\_ DATE: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**WHEN IS ACC APPROVAL REQUIRED?**

That question has led to wasted time, ill feelings, and in some cases increased cost of construction. To try and provide an answer and at the same time provide guidance to all, the following information is furnished.

**APPROVAL IS NEEDED FOR**

Sheds, garages, homes, patios, porches, gazebos, decks, tracking satellite dishes, temporary structure for storage of materials during home construction, swimming pools, fences, security lighting, and additions or exterior improvements to existing structures. In addition, driveway entrance location to your lot must be specified for determination if a roadside culvert is required.

**APPROVAL IS NOT NEEDED FOR**

Parking areas, paths, garden areas, septic systems, wells, tree plantings, television antenna, stationary satellite dishes, and electric utility or telephone connection. Dock approvals are controlled by Dominion Virginia Power.

**APPROVAL REQUIREMENTS**

Two copies of building plans and supporting documents with three copies of the "Application Form" have to be provided. Drawings must be to scale and have all applicable dimensions, including height. If the structure has no detailed plans, two copies of suitable sketches must be furnished. The approval form must show the location desired on your lot, dimensioned from your property lines. If the plans do not provide for exterior colors of the structure, the color of the roof and the exterior surface must be specified in the approval form request. If vinyl siding is desired, samples of the type and color must be submitted with this form. Changes in grade or other conditions that will affect drainage must be indicated.

**BLUEWATER PROPERTY OWNERS ASSOCIATION**

**SECURITY COMMITTEE  
POLICY, PROCEDURES AND GUIDELINES**

WHEREAS, the Amended Declaration of Covenants, Conditions and Restrictions of Bluewater Property Owners Association requires and authorizes the Board of Directors to create a Security Chairman and a Security Committee; and

WHEREAS, the Board of Directors has appointed the membership of a Security Committee and Security Chairman pursuant to the documents; and

WHEREAS, the Board of Directors is required to adopt Rules and Guidelines for use by the Security Committee; and

NOW, THEREFORE, BE IT KNOWN THAT the Board of Directors adopts the following Policy, Procedures and Guidelines.

The Bluewater Amended Covenants, Conditions and Restrictions specifically address many of the subjects inherent in Guidelines such as these. However, the Covenants are NOT subject to revision or change without due process. For your convenience, quotations, whole or in part, from the Covenants are contained within these rectangular borders throughout this document. The full Covenants should be consulted in the event of further questions.

## I. POLICY

### A. Background Information

These procedures and guidelines are provided as a supplement to the Amended Covenants. The intent of these guidelines is to provide Bluewater property owners and guests with a safe and secure environment and for the safety and protection of property.

### B. Security and Safety Committee

This Committee is established to provide for the safety of Bluewater property owners and their guests, and for protection of Members' and Association property. Membership on the Committee shall be as needed, but at the very least there shall be one committee member in addition to the chairman who is familiar with the Security Policy and gate operations.

### C. Security Committee Chairman

The chairman of this Committee shall be appointed by the Board of Directors, and shall serve at the pleasure of the Board, but will report to the President of the Association. The Security Committee Chairman shall recommend to the President any changes considered necessary to these policies. The BPOA Board of Directors shall approve all changes to the Security Policy.

### D. Motor Vehicles

12.9. Motor Vehicles. Motor vehicles of any kind, licensed or unlicensed, registered or unregistered including motor bikes, snow mobiles and all-terrain vehicles, may be operated on the roadways of the Common Areas,

unless such areas and/or vehicles have been excluded by the Board of Directors.

Vehicles operated after sunset and before sunrise shall be equipped with operating front and rear lights.

### E. Speed Limit

The speed limit within the Bluewater Properties shall be 18-Miles Per Hour, unless otherwise posted.

### F. Parking

#### Article 12. ACTIVITIES ON AND USES OF LOTS.

12.1. Business Activities. No. . . . Furthermore no heavy equipment or vehicles normally used in industry or for commercial activities shall be regularly parked or stored outdoors on any Lot.

12.2. Vehicles. No vehicle shall be regularly parked on any street or roadway in the subdivision. Each Lot owner shall construct and maintain suitable and adequate parking space on his property for the parking of his vehicles and those of his guests. Any truck larger than three-quarters (3/4) ton, and all unoccupied camping trailers, motor homes, and mobile camping units parked in the driveways or parking areas adjacent to the residence must be kept reasonably out of sight of residences which have been constructed on adjacent Lots and the users of the streets and roadways except those vehicles used during the period of construction. No stripped down partially wrecked, inoperable or junk motor vehicles or parts thereof shall be permitted to be parked or placed for more than five (5) days consecutively or five (5) days total during any thirty (30) day period on any street or roadway or Common Area and seven (7) days consecutively or seven (7) days total during any thirty (30) day period on any lot.

#### Article 14. PARKING.

The Association, through its Board of Directors shall, at its discretion, promulgate such rules and regulations needed to regulate the use of any parking areas that may be constructed or authorized on Common Areas for the benefit of all Lot Owners.

#### G. Community Boundaries

The entrance and boundary fencing restrict vehicle access. The land and water boundaries will be inspected by the Security Committee on a frequent basis to determine whether unauthorized traffic is apparent, and if so, measures to impede such traffic will be implemented. Water access will be monitored as closely as possible. Members should report boats and trailers not belonging to Bluewater members or guests to members of the Security Committee. At the discretion of the Committee Chairman, incidents of unauthorized entry will be reported to the Board of Directors, through the President, for follow-up action as necessary.

#### H. Safety

In cooperation with the Architectural Control Committee, the Security Committee shall record and report to the Board of Directors activities and conditions which may violate BPOA Protective Restrictions and Covenants, and conditions or natural phenomena which present potential threats to the community.

#### I. Enforcement Procedures

The Covenants require all Owners to comply with the terms of the Association Documents and Rules and Regulations.

#### Article 2. MEMBERSHIP.

The Association shall have one (1) class of Membership, as is more fully set forth in the Declaration. Every person or entity who is owner of record as recorded among the land records of Louisa County, Virginia, of any Lot included within the Bluewater Community shall be a Member of the Association. Ownership of the requisite property interest shall be the sole qualification for the Membership. Membership is mandatory and concurrent with the property ownership as more fully described herein.

#### Article 11. ASSOCIATION'S GENERAL POWERS.

The Association shall have all the powers that are set out in its Articles of Incorporation, as approved by the State Corporation Commission of Virginia, and all other powers that belong to it by operation of law, including but not limited to the power to levy against every member of the Association a uniform annual charge per Lot within the subdivision, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance and future needs and requirements of the Association, for the purposes set forth in its Articles of Incorporation.

(1) Violations of these guidelines consist of:

- a. excessive speed, improper parking, reckless driving, drunk driving, and/or
- b. unauthorized or improper use of entry gate codes or cards, and/or
- c. disregard of posted traffic control or parking signs, and/or
- d. such other violations that may endanger the life, limb, or property of any member, family member, or guest.

(2) The methods and sources for reporting violations will be as follows:

- a. concerned members, family members, and/or guests (via the Security Committee);
- b. Security Committee observations during the normal course of Security Committee business; and/or
- c. member(s) of the Board of Directors.

(3) All violations shall be reported in writing, and shall include as much specific information as possible, in order for remedial action to be taken by the Security Committee or the Board of Directors. Our community does not have a police force; remedial action will be taken through fines and withdrawal of privileges, or trespass notices as approved by the Board, in compliance with the Commonwealth of Virginia Homeowners Association Act.

## J. Meetings

The Security Committee shall meet as needed at a time and place designated by the Security Chairman.

## II. PROCEDURES A. Entry Gate Access

There are four means of access to the Bluewater Community through the entrance gate on Bluewater Boulevard.\*

- (1) Electronic card reader
- (2) Remote gate opener
- (3) Push button codes
- (4) Telephone access

\*Means of access subject to change

### (1) Electronic Card Reader:

The card reader system is the primary means of community access. Two gate cards are authorized per lot, at no cost to the owner. Additional cards may be purchased by the lot owner at a cost of \$25.00 per card. If a card becomes non-functional due to age or normal wear and tear, it should be returned to the Security Chairman for replacement at no charge. Loss of a card must be reported to the Security Chairman so the card can be deactivated in the system, and may be replaced for a \$5.00 charge.

### (2) Remote Gate Openers:

Remote control gate openers are available for purchase by members, at a cost to be determined by the Board of Directors. Loss of a remote opener must be reported to the Security Chairman so the device number can be deactivated in the system. Any replacement of remote device will be at the full current cost.

Gate cards and remote openers will be issued to Bluewater property owners only. The property owner may transfer cards or remote openers to friends, family members, renters, or contractors, vendors or realtors, but the ultimate responsibility for the cards or remote devices will be that of the property owner.

It is the responsibility of the lot owner to transfer gate cards and remotes to new owners upon sale of the lot. Cards and remotes not verified as transferred to new owners will be de-activated in the system. Charges for extra gate cards and remotes are non-refundable.

### (3) Push-Button Codes:

Codes will be entered into the electronic access system by the Security Chairman or a designee, on a schedule determined by the Board of Directors. Members will be apprised of "agate codes" through the community newsletter, direct contact with the Security Chairman, or by whatever other means are adopted as acceptable by the Board of Directors. Members may disseminate the codes to friends, family members, renters, or contractors, vendors or realtors as needed to coordinate access of such people to the Community.

Separate codes may be entered into the electronic access system for use by health department personnel, building inspectors, and emergency and utility services, to be changed as deemed appropriate by the Security Chairman. The Security Chairman will maintain a listing of name, service and assigned code. Upon change of a code, the responsible person at the County/emergency/utility service will be notified in advance for dissemination to necessary personnel.

In lieu of codes, at the discretion of the Security Chairman, gate cards may be issued for use by County or emergency services personnel. The Chairman will maintain a listing by name and service of the person or office to whom the cards are issued, and the numbers of the cards issued.

### (4) Telephone Access System:

The telephone system provides a resident with capability to open the gate from his/her home to admit visitors, deliverymen, and others to whom the resident has not provided card, remote, or code access. A resident who

wishes to use this system must contact the Security Chairman to have the necessary information entered into the system.

#### B. Gate Cards, Remotes, and Code Records

The Security Chairman shall maintain a current record of card, code, and remote device issuances, by number, to members and non-members. A sealed copy of these records, and a complete set of keys to the system components shall be given to the Administrative Secretary, or another officer of Board designation, for safekeeping and use in the event of an emergency.

#### C. Operations and Maintenance

The operation of the entrance gate will be inspected regularly by a member of the Security Committee. Irregularities will be corrected as needed. The gate will remain in a closed mode unless an emergency or approved special request situation exists, which in the judgment of the Security Chairman requires it to be locked open. On such occasion it may be opened only by the Security Chairman or designee.

**BLUEWATER PROPERTY OWNERS ASSOCIATION  
SECURITY COMMITTEE  
RULES AND GUIDELINES**

These procedures and guidelines were adopted by the Security Committee this 25<sup>th</sup> day of April, 1998.

SECURITY COMMITTEE CHAIRMAN

By:   
Martin Serum, Chairman

WITNESS:

These procedures and guidelines proposed by the Security Committee are hereby approved and confirmed by the Board of Directors of Bluewater Property Owners Association this 25<sup>th</sup> day of April, 1998.

**BOARD OF DIRECTORS  
BLUEWATER PROPERTY OWNERS ASSOCIATION**

By:   
Wayne Jones, Chairman

**BLUEWATER PROPERTY OWNERS ASSOCIATION  
MARINA RULES AND REGULATIONS**

***Approved and adopted by the Bluewater Board of Directors June 13, 1998, and amended August 2, 2003 and November 13, 2011. A full copy of these rules can be obtained by making a request to the Waterfront Committee Chairman.***

WHEREAS, the Amended Declaration of Covenants, Conditions, and Restrictions of Bluewater Property Owners Association (BPOA) requires the Board of Directors, to make and enforce Rules and Regulations governing the use of the Common Areas, and authorizes the Board of Directors to create a Waterfront Committee; and

WHEREAS, the Board of Directors has appointed the membership of a Waterfront Committee and a Waterfront Chairman; and

NOW, THEREFORE, BE IT KNOWN that the Board of Directors adopts the following Rules and Regulations:

**A. Background Information**

The BPOA Marina operates by a License Agreement process. The Marina slips are for the exclusive use of BPOA Marina Licensees.

**B. Marina Licensees**

1. A Marina Licensee:
  - (a) Must be a Member in good standing of BPOA.
  - (b) Member must not own waterfront property within the Bluewater Community.
  - (c) Member is limited to one slip regardless of the number of lots owned in the Bluewater Community.
  - (d) Subject to all Rules and Regulations, including determination of initial eligibility executed License Agreement, and payment of annual operation maintenance fees, reserve fund fees, and assessments by March 1. Marina fees not received by March 1 shall be subjected to a ten (10) percent late fee. In the event the Marina fees as well as the BPOA dues are not paid by March 1, notice shall be sent by the BPOA Treasurer within 10 days by certified mail to the Licensee's last known residential address, advising of the possible forfeiture of License due to nonpayment. The residential address for Marina Licensees will be the same address as BPOA carries on its member roster. In the event that the delinquency is not paid within 15 days from the date of the certified letter, you may lose your slip and/or Marina privileges following an administrative hearing.
  - (e) Shall assume financial liability for legal fees for any Marina violation or related actions regarding Marina privileges and for any damage caused by the Licensee, his guests, invitees, employees, or agents to the slips, dock, marina, or boat(s) or equipment that are using the slips, dock, or marina.

- (f) Shall forward and maintain on file a current copy of valid watercraft insurance and a current valid copy of watercraft registration with signed License Agreement and Marina fees.
- (g) May not be assigned to anyone, including tenants of the Licensee, without the express written consent of the BPOA

2. Assignment of slips to a new Licensee will be made from the waiting list, in the order of date of request, upon verification that all other established licensee requirements have been met.
3. All applications for License Agreement shall be made in writing to the attention of the Waterfront Committee. Upon receipt of an application for the License, the Committee shall date-stamp the application, and following verification that the applicant complies with all other established requirements, shall place the applicant's name on the Marina Waiting List.
4. All requests for termination of the License Agreement shall be made in writing to the Waterfront Committee, and shall be considered as of the date received by the Committee.

**C. Rules and Regulations for Use of the Marina:**

1. Boat trailers may not be parked or stored in the Marina area.
2. No trash is to be left in the Marina area.
3. No skiing off/from the Marina docks.
4. No cleats may be installed on the main dock.
5. No swimming from or near the dock.
6. No fishing from the Marina or moored boats.
7. No running on the Marina dock.
8. No parties may be held in the Marina area.
9. Noise shall be kept to a minimum in the Marina area.
10. No physical changes shall be made to the Marina dock or slips unless approved in advanced, in writing, by the Waterfront Committee.
11. Use of assigned Marina slip and adjacent dock and water area shall be subject to observation by each Licensee of the following:
  - a. Reasonable standards of conduct and safety.
  - b. Due care and concern for BPOA/Marina property.
  - c. Respect for the property, rights, and enjoyment of other Licensees and BPOA Members.

**BPOA PROPERTY OWNERS ASSOCIATION**

**MARINA**

**RULES AND REGULATIONS**

- d. Boats must be securely tied with suitable lines fore and aft in such a manner as to prevent contacting adjacent vessels, docks, or bulkheads.
- 12. Boats shall not be launched or retrieved from the shore area adjacent to the slips.
- 13. No slips shall be used for overnight habitation.
- 14. The BPOA shall have the authority to terminate the License Agreement and revoke the right of the licensee to use of a Slip in the event the Licensee is in default of the License Agreement or of these Marina Rules and Regulations.

These rules and regulations were adopted by the Waterfront Committee this 13th day of November, 2011.

WATERFRONT COMMITTEE CHAIRMAN

By: 

**Jeff Clossen, Waterfront Committee Chairman**

WITNESS:

These rules and regulations proposed by the Waterfront Committee are hereby approved and confirmed by the Board of Directors of Bluewater Property Owners Association this 13<sup>th</sup> day of November, 2011.

**BOARD OF DIRECTORS**

**BLUEWATER PROPERTY OWNERS ASSOCIATION**

By:   
**Jim Morris, BPOA Chairman  
for Joe Ventre**

## **Bluewater Property Owners Association Solar Energy Collection Device Rules, Regulations & Guideline**

### **Introduction-**

The laudable goal of saving energy and incorporating equipment and systems into and onto homes or lots which do not have such equipment and systems has resulted in increased interest in the installation and use of solar energy collection devices and equipment. The Association does not want to do anything to prevent use of such devices, but feels it is important to ensure that such equipment is reasonably controlled as to appearance and location in installation. This is to protect neighbors and the community as a whole from unsightly equipment and/or installation. Accordingly, the purpose of these Guidelines about solar energy devices and equipment is to reasonably control use and location in order to protect home values and aesthetics in the community without preventing their use.

### **Policy-**

These rules, regulations, and guidelines apply to

- all solar energy devices including without limitation,
- solar panels and their associated components,
- solar tubes,
- solar skylights,
- wind turbines, or
- other solar energy devices (collectively referred to in this Rule as “devices” or “systems” or “equipment”)
  - which due to installation and use location are or may become “visible from neighboring property” and/or community roadways.

### **Approval of Installations**

- Detailed plans for installation and placement of any solar panel/energy device must be submitted to the Architectural Control Committee for review and has to receive written approval from the Committee prior to such installation.
- An illustration of the proposed system, which depicts the materials to be used, and drawings showing the location and number of collectors, the attachment to the roof structure, and the location of exterior system components shall be submitted with the Architectural Request.
- A Louisa County Permit may be required for the installation of such devices and ancillary equipment.
  - Owner is entirely and solely responsible for knowing what permits may be required and for obtaining any such permits before installation begins.
- Homeowners are urged to check with their home builder or insurance company prior to installation of devices for how such installation may impact their roof warranty or other aspects of their structure.
  - Neither the Architectural Control Committee nor the BPOA Board of Directors is liable to the property owners from roof damage or for effects to roof warranties.
  - The Association and its Board has no expertise or special knowledge regarding such systems; therefore, the Association’s approval for installation of any such device(s) or system is not a representation that the system chosen by an Owner is safe to use or is compatible with Owner’s roof or other structures on the lot or the lot involved.



- Owner assumes and bears all risks regarding installation and use of such a system.

### **Types**

- Only commercially or professionally made devices are allowed. “Homemade” devices will not be permitted due to the safety and aesthetics of such devices.
- Roof and ground mounted solar panels are permitted so long as their installation location is approved by the Architectural Control Committee.

### **Location/Placement**

- **Ground-Mounted Solar Panels-**
  - Equipment must be screened as much as reasonably possible from view.
  - The equipment must be painted to match, or the color of the materials used, must match the color of surrounding landscape as directed by the ACC.
  - Ground-mounted solar collectors shall be within the established setback lines of the property.
- **Roof-Mounted Solar Panels-**
  - Solar panels should be an integrated part of the roof design and mounted directly to the roof deck or, if mounted on or over the existing roof tile, should be flush with the slope of the roof.
  - Solar units must not break the roof ridgeline.
  - Solar panels should be positioned as low as possible on the roof extending wider rather than higher on the roof plane.
  - The solar panels, piping or any exposed part of the installation may not be higher than the roof peak.
  - Visibility of devices and their components must be minimized from public view.

### **Reflection/Glare-**

- All solar collection devices shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere or create a safety hazard.
  - This may be accomplished by both the placement and angle of the collection devices as well as human-made or environmental barriers as approved by the ACC.

### **Construction/Finish-**

- All roof mounted equipment (excluding the face of the solar panels) must match the color of the roof material.
  - This includes wind turbines, solar skylights, and other equipment.
- Exposed surfaces such as any frame or supports for panels, but excluding the exposed collector panel face itself must be painted to match or the color of the materials used must match the surface on which it is mounted.
- All exterior plumbing lines shall be painted to match, or the color of the materials used must match, the color of adjacent roof material and walls.
- Aluminum trim, if used and visible, should be anodized or otherwise color treated to blend into the surroundings as much as possible.

**Maintenance-**

- Homeowner will ensure that all surfaces of such devices or equipment, whether painted or colored materials, are properly and timely maintained to prevent peeling and cracking of paint or loss of coloration or other deterioration to the point where equipment becomes unsightly and/or incompatible with the aesthetic standards of the community as determined by the ACC.

**Existing Devices-**

- Any devices already installed prior to the adopted date of this policy are grandfathered in.
- If the devices so grandfathered in are later replaced by another or newer device, the new device will be fully subject to compliance with this Rule.

**Infractions**

- These Rules, Regulations and Guidelines for Solar Collection Devices are subject to Article 8. Remedies and Rule Making, of the *Bylaws of Bluewater Property Owners Association*.