

BLAIR FARM

DECLARATION OF SUBMISSION OF BLAIR FARM-SECTION TWO
TO MASTER DECLARATION

and

DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS,
RESTRICTIONS, AND EASEMENTS FOR
BLAIR FARM-SECTION TWO

This Declaration is dated for purposes of reference the 28th day of November, 2000 and is declared by Blair Pointe, LLC, a North Carolina limited liability company (hereinafter "Declarant").

STATEMENT OF EXPLANATION

Declarant has heretofore established a Blair Farm Declaration of Master Protective Covenants, Restrictions, and Easements dated May 24, 1999, recorded in Book 859, Page 452 Carteret County Registry (referred to hereinafter as the "Master Declaration") to provide a planned unified community for properties subjected to same. Declarant has heretofore subjected Section Four of Blair Farms to the terms of the Master Declaration. In Article A, Section 13 of the Master Declaration, Declarant reserved the right to annex additional properties into the community and subject them to the Master Declaration. Declarant now chooses to submit Section Two - Blair Farm Subdivision to the Master Declaration according to the following terms and provisions.

STATEMENT OF DECLARATION

Declarant hereby subjects the property described

hereinafter as Section Two - Blair Farm Subdivision to the terms and provisions of the Master Declaration, and such other provisions as are set forth below, for the use and benefit of all present and future owners of Lots and Living Units within the said section and for the benefit and protection of the owners of all properties annexed to the Master Declaration, and Declarant reserves the right to subject in the future additional sections of Blair Farm, and adjacent properties, to the terms of the Master Declaration.

1. Submission of Section Two. Section Two - Blair Farm Subdivision, according to the plat thereof prepared by Baldwin and Associates, Surveyors, dated July 25, 2000 recorded in Map Book 29, Page 842 B, is hereby submitted to the terms and provisions of Article A of the Master Declaration.

2. Amendment to Article A of the Master Declaration.

With respect to Section Two, Section 3.5 of Article A of the Master Declaration is rewritten to read as follows:

3.5 All dwellings, including those on concrete "slab foundation" shall have a foundation wall of brick, stone, or stucco at least twenty eight (28) inches in height from finish adjacent grade. All detached buildings appurtenant a dwelling, including those on concrete "slab foundation" shall have a foundation wall of brick, stone, or stucco at least eight (8) inches in height from finished adjacent grade.

3. Additional Restrictions for Section Two. In addition to all terms and provisions of Article A of the Master Declaration, the following restrictions, covenants and easements shall also bind, and inure to the benefit of, the Lots in Section Two and shall run with the title of said Lots.

a. Only one single Family dwelling and one detached appurtenant structure is permitted on any Lot within Section Two.

b. Every garage constructed on any Lot must be of sufficient size to simultaneously house or store at least two (2) full size automobiles, but not more than three (3) full size automobiles.

c. Structures generally referred to as "carports" are prohibited.

d. No construction shall be permitted which utilizes a flat-top roof.

e. Any dwelling constructed on any corner lots (lots fronting on more than one street) shall make the exterior finish and decor (shutters, doors and windows) consistent on the sides which front these streets.

f. Each Living Unit must contain the following minimum enclosed living space. For purposes of this section, minimum enclosed living areas shall consist of heated area, exclusive of all garages, attics, porches, patios and decks.

- (1) one story house - 1,800 square feet;
- (2) one story house with attached enclosed two car garage - 1600 square feet;
- (3) one & one-half story house - 1,400 square feet first floor, 500 square feet second floor;
- (4) two story - 1,000 square feet first floor, 1,000 square feet second floor;

1,000

(5) three story (and two and one half story house) - 1,000 square feet first floor; 1,000 square feet second floor; 800 square feet third floor.

g. No structure containing more than three living floors shall be allowed.

h. There shall be only one (1) curb cut for each dwelling unit constructed on a Lot and that single curb cut shall be for ingress and egress for driveway purposes. Specifically, no curb cuts shall be permitted for the discharge of water (such as gutters, downspouts, water softeners or water drainage from air conditioners) from a Lot to the streets in the subdivision. Notwithstanding the foregoing, the ARC may permit two curb cuts to accommodate a circular drive.

i. Construction of a Structure on a Lot shall be completed within 12 months from its commencement. For purposes of this item, the commencement of construction shall be the date of the issuance of the building permit or actual commencement of the construction of improvements, whichever comes earliest. Completion shall include finishing of the exterior of any building, landscaping, finish painting, construction of the driveway, final trash cleanup, the issuance of a certification of occupancy and installation of permanent electrical service, all as required by context.

j. Section Two Storm Water Restrictions.
Consistent with the storm water management permit from

the North Carolina Department of Environment and Natural Resources ("DENR") for Sections Two and Four - Blair Farms Subdivision, the following restrictions apply only to Sections Two and Four:

- (1) The allowable built-upon area per Lot in Section Two is 5,656 square feet, inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement. All impervious surfaces including buildings, pavement, and walkways of brick, stone, and slate, but excluding uncovered wood decking and the water surface of swimming pools, are cumulatively subject to this 5,656 square feet limit.
- (2) The covenants pertaining to storm water regulations may not be changed or deleted without concurrence of the DENR.
- (3) Filling in or piping of any vegetated conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.
- (4) Lots within Coastal Area Management Act's ("CAMA's") Area of Environmental Concern ("AEC") may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.
- (5) Each lot will maintain a thirty (30) feet wide vegetated buffer between all impervious areas and surface waters.

4. Reservation of Rights. Declarant reserves all rights reserved to Declarant under the Master Declaration, including the right to annex additional property to the Master Declaration.

IN WITNESS WHEREOF, Declarant executes this instrument under seal.

BLAIR POINTE, LLC (SEAL)

(SEAL)
MEMBER/MANAGER

By:
JOHN W. GAINNEY, III,

(SEAL)

By:
DAVID A. HORTON, MEMBER/MANAGER

(SEAL)

By:
LARRY M. LAND, MEMBER/MANAGER

(SEAL)

By:
K. DEAN WAGAMAN, MEMBER/MANAGER

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, the undersigned, a Notary Public of said County and State, do hereby certify that JOHN W. GAINEY, III, Member/Manager of Blair Pointe, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this day of _____, 2000.

NOTARY PUBLIC

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, the undersigned, a Notary Public of said County and State, do hereby certify that DAVID A. HORTON, Member/Manager of Blair Pointe, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this day of _____, 2000.

NOTARY PUBLIC

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, the undersigned, a Notary Public of said County and State, do hereby certify that LARRY N. LAND, Member/Manager of Blair Pointe, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this day of _____, 2000.

NOTARY PUBLIC

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, the undersigned, a Notary Public of said County and State, do hereby certify that K. DEAN WAGAMAN, Member/Manager of Blair Pointe, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this day of _____, 2000.

NOTARY PUBLIC

My Commission Expires: