

FILE # 1501285

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

FOR REGISTRATION REGISTER OF DEEDS
Jerry T. Hardesty
Carteret County, NC
February 23, 2015 01:53:47 PM
TRAVIS DECL 8 P
FEE: \$26.00
FILE # 1501285

Jerry T. Hardesty, Register of Deeds
By X. Travis Masters
Asst. Deputy, Register of Deeds

PREPARED BY: M. DOUGLAS GOINES, BESWICK & GOINES, PLLC, 911 ARENDELL ST., MOREHEAD CITY, NC 28557
RETURN TO: M. DOUGLAS GOINES, BESWICK & GOINES, PLLC, 911 ARENDELL ST., MOREHEAD CITY, NC 28557

BLAIR FARM
DECLARATION OF SUBMISSION OF
PARKWAY EAST AT BLAIR FARM — SECTION VIII, SANDPIPER PLACE
TO MASTER DECLARATION

and

DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS,
RESTRICTIONS, AND EASEMENTS FOR
BLAIR FARM — SECTION VIII, LOTS 71 THROUGH 90, SANDPIPER PLACE

This Declaration is dated for purposes of reference the 20th day of
February, 2015 and is declared by Blair Pointe Leftovers, LLC, a North Carolina Limited
Liability Company (hereinafter "Declarant").

STATEMENT OF EXPLANATION

Declarant's predecessor in interest 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, The Master Declaration has been subsequently amended, Declarant's
predecessor in interest has heretofore subjected Section One, Section Two, Section Four,
Section Five, Section Six and Section Seven 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,
which right was assigned to this Declarant. Declarant now chooses to add Section VIII –
Lots 71 through 90 – Sandpaper Place - 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 VIII – Lots 71 through 90 - 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.

1. Submission of Section VIII. Section VIII – Lots 71 through 90 - Blair Farm Subdivision, according to the plat thereof prepared by Stroud Engineering, P.A. dated February 3, 2015, recorded in Map Book 33, Page 106, is hereby submitted to the terms and provisions of Article A of the Master Declaration.

2. Additional Restrictions for Section VIII. In addition to all terms and provisions of Article A of the Master Declaration, the following restrictions, covenants and easements shall also bind and insure to the benefit of the Lots in Section VIII 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 VIII.

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 Lot (lots fronting on more than one street) shall make the exterior finish and decor (shutters, doors and windows) consistent on the sides which front the streets.

f. Each Living Unit must contain the minimum enclosed living space of 2,000 square feet. For purposes of this section, minimum enclosed living areas shall consist of heated area, exclusive of all garages, attics, porches, patios and decks.

g. No structure containing more than three (3) living stories 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 discharge 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. No stucco shall be permitted on any foundation walls or on any exterior fireplaces, unless specifically approved by the architectural review committee.

k. Declarant wishes to retain architectural review for Section VIII – Lots 71 through 90 - Blair Farm, so long as Declarant owns any lots located in Section VIII. Committee will be made up of three (3) members of Declarants' choosing, and the committee for Section VIII is not subject to the architectural review committee for Blair Farm Owners Association.

3. Section VIII Storm Water Restrictions. Consistent with the stormwater management permit from the North Carolina Department of Environment and Natural Resources (“DENR”) the following restrictions apply only to Section Eight and are intended to ensure compliance with the State Stormwater Management Permit Number SW8 070227 issued by the Division of Water Quality under NCAC 02H.1000:

a. The maximum built-upon area per lot in Section Eight, inclusive of that portion of the right-of-way between the front line and the edge of the pavement is as follows:

<u>Lot#</u>	<u>Total Built-Upon Area Per Lot (sf)</u>	<u>Lot Built-Upon Area Used for Service Road (sf)</u>	<u>Lot Built-Upon Area Remaining for Development by Lot Owner (sf)</u>
Lot 71	3,200	N/A	3,200
Lot 72	2,900	N/A	2,900
Lot 73	2,700	N/A	2,700
Lot 74	3,200	N/A	3,200
Lot 75	3,200	N/A	3,200
Lot 76	2,800	N/A	2,800
Lot 77	2,800	N/A	2,800
Lot 78	3,100	N/A	2,800
Lot 79	3,100	N/A	3,100

<u>Lot#</u>	<u>Total Built-Up Area Per Lot (sf)</u>	<u>Lot Built-Up Area Used for Service Road (sf)</u>	<u>Lot Built-Up Area Remaining for Development by Lot Owner (sf)</u>
Lot 80	2,800	N/A	2,800
Lot 81	4,184	284	3,900
Lot 82	5,488	1,798	3,690
Lot 83	5,199	1,509	3,690
Lot 84	5,198	1,508	3,690
Lot 85	5,199	1,509	3,690
Lot 86	5,199	1,509	3,690
Lot 87	5,199	1,509	3,690
Lot 88	5,199	1,509	3,690
Lot 89	5,487	1,797	3,690
Lot 90	4,189	289	3,900

Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina, driveways, and parking areas, but excludes raised, open wood decking and the water surface of swimming pools.

b. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.

c. These covenants are to run with the land and be binding on all persons and parties claiming under them.

d. The covenants pertaining to stormwater regulations may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

e. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

f. This project proposes a curb outlet system. Each designated curb outlet swale shown on the approved plan must be maintained at a minimum of 100' long, maintain 5:1 (H;V) side slopes of flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, and maintain a dense vegetated cover.

g. Filling in or piping or altering any vegetated conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

h. Each lot will maintain a thirty (30) feet wide vegetated buffer between impervious areas and surface water.

i. All roof drains shall terminate at least thirty (30) feet from the mean high water mark of surface waters.

j. Filling in, piping, or altering any designated 5:1 curb outlet swale of vegetated area associated with the development is prohibited by any person.

k. Lots within Coastal Area Management Act's ("CAMA's) Area of Environmental Concern ("AEC") may have the permitted build-upon area reduced to CAMA jurisdiction within the AEC.

4. Easements and Setbacks. Declarant adopts the easements reflected on the recorded plat described herein as well as the lot setback requirements depicted on that recorded plat.

5. Reservation of Easement – Shared Access Drive. Declarant has reserved and set aside a drainage, utility, ingress/egress easement across Lots 81 through 90 as the same is depicted on the recorded plat. Declarant reserves unto itself and its assigns the right to enter upon the easement area for the purpose of the installation of utilities. In addition, Declarant reserves unto itself and its assigns the right of ingress and egress through and over the service road as depicted upon the recorded plat. That right of ingress and egress is also granted to the owner(s) of each of Lots 81 through 90. The duty to maintain the shared access drive, as the same is depicted upon the recorded plat is hereby granted to the Blair Farm Owners Association. However, the Association shall assess the maintenance costs against Lots 81 through 90 in equal shares. The assessments shall be levied and enforced as provided for other assessments in the Blair Farm Master Declaration. In addition, Declarant reserves unto itself and its assigns the right to enter upon, install, maintain, and replace, landscaping plants and related materials upon the area depicted as “drainage, utility, sidewalk landscaping easement” on the recorded plat. Declarant hereby assigns this right to the Blair Farm Owners Association. However, after Declarant has completed the installation of the landscaping, the Blair Farm Owners Association shall be responsible for maintaining that landscaping area and shall have the right to enter thereupon for that purpose. The Blair Farm Owners Association joins in this Declaration for the purpose of accepting the responsibility for maintaining the landscape area and the maintenance of the shared access drive upon the terms and conditions stated herein.

6. Cul-de-sac Easement. Declarant reserves unto itself and its assigns the cul-de-sac easement over Lots 74 and 75 for the purpose of allowing a vehicle turnaround area thereon. The easement area is as depicted on the recorded plat. If at any time the street is ever extended to the north, this easement shall cease to exist and the

common lot line of Lots 74 and 75 shall extend along its designated course eastward until it intersects the western right-of-way of the street.

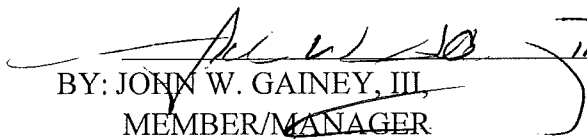
7. Reservation of Rights. Declarant reserves all rights reserved to Declarant under the Master Declaration.

IN WITNESS WHEREOF, Declarant executes this instrument under seal.

BLAIR POINTE LEFTOVERS, LLC



BY: K. DEAN WAGAMAN,
MEMBER/MANAGER (SEAL)



BY: JOHN W. GAINNEY, III,
MEMBER/MANAGER (SEAL)

BLAIR FARM OWNERS ASSOCIATION, INC.



BY: STEVE ANTHONY, PRESIDENT (SEAL)

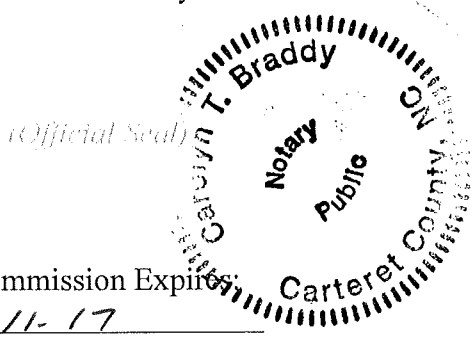
(NOTARIAL ACKNOWLEDGEMENTS FOLLOW)

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, Carolyn T. Braddy, a Notary Public of the County and State aforesaid certify that K. Dean Wagaman personally appeared before me, and first being duly sworn, acknowledged that he is a Member/Manager of Blair Pointe Leftovers, LLC, a North Carolina Limited Liability Company, and that he, as Member/Manager, being authorized to do so, executed the foregoing on behalf of Blair Pointe Leftovers, LLC.

WITNESS my hand and notarial seal, this the 11th day of February, 2015.



Carolyn T. Braddy
Notary Public

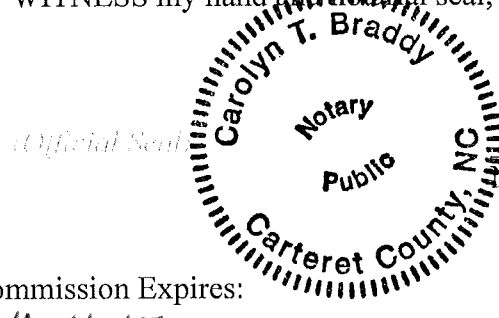
My Commission Expires:
10-11-17

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, Carolyn T. Braddy, a Notary Public of the County and State aforesaid certify that John W. Gainey, III personally appeared before me, and first being duly sworn, acknowledged that he is a Member/Manager of Blair Pointe Leftovers, LLC, a North Carolina Limited Liability Company, and that he, as Member/Manager, being authorized to do so, executed the foregoing on behalf of Blair Pointe Leftovers, LLC.

WITNESS my hand and notarial seal, this the 11th day of February, 2015.



Carolyn T. Braddy
Notary Public

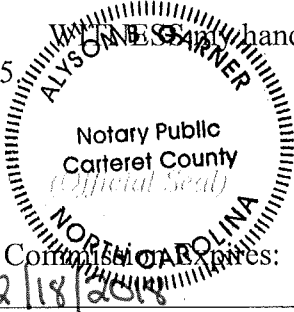
My Commission Expires:
10-11-17

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, Alyson B. Garner, a Notary Public of the County and State aforesaid certify that Steve Anthony personally appeared before me, and first being duly sworn, acknowledged that he is President of Blair Farm Owners Association, Inc., a North Carolina Non-Profit Corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of Blair Farm Owners Association, Inc.

2015, in my hand and notarial seal, this the 20 day of February.



Alyson B. Garner
Notary Public