

BLAIR FARM
DECLARATION OF SUBMISSION OF BLAIR FARM-SECTION ONE, OYSTER COVE
TO MASTER DECLARATION

and

DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS,
RESTRICTIONS, AND EASEMENTS FOR
BLAIR FARM-SECTION ONE, OYSTER COVE

This Declaration is dated for purposes of reference the 28th day of August, 2003 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. The Master Declaration has been subsequently amended. Declarant has heretofore subjected Section Four and Section Two 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 One - Oyster Cove - 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 One - Oyster Cove - 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 One. Section One - Blair Farm Subdivision, according to the plat thereof prepared by Baldwin and Associates, Surveyors, dated May 22, 2003 recorded in Map Book 30, Page 305, is hereby submitted to the terms and provisions of Article A of the Master Declaration.

2. Additional Restrictions for Section One. 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 One 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 One.

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 minimum enclosed living space of 2000 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 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. No stucco shall be permitted on any foundation walls or on any exterior fireplaces.

k. Section One Storm Water Restrictions. Consistent with the storm water management permit from the North Carolina Department of Environment and Natural Resources ("DENR") the following restrictions apply only to Section One and are intended to ensure compliance with the State Stormwater Management Permit Number 030317 as issued by the Division of Water Quality under NCAC 2H.1000:

- (1) The maximum built-upon area per Lot in Section One is 5,164 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 structures, asphalt, concrete, gravel,

brick, stone, slate, coquina, driveways and parking areas, but excluding uncovered wood decking and the water surface of swimming pools, are cumulatively subject to this 5,164 square feet limit.

- (2) The covenants pertaining to storm water regulations may not be changed or deleted without the express written consent of the State of North Carolina, Division of Water Quality.
- (3) Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
- (4) 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.
- (5) 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.
- (6) Filling in, piping or altering any designated 5:1 curb outlet swale of vegetated area associated with the development is prohibited by any person.
- (7) Each lot will maintain a thirty (30) feet wide vegetated buffer between all built-upon area and the Mean High Water line of surface waters.
- (8) All roof drains shall terminate at least thirty (30') from the Mean High Water Mark.
- (9) This project proposes a curb outlet system. Each designated curb outlet swale of 100' vegetated area 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, maintain a dense vegetated cover, and be located in either a dedicated common area or a recorded drainage easement.
- (10) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- (11) These covenants are to run with the land and be

binding on all persons and parties claiming under them.

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)

By: _____ (SEAL)
JOHN W. GAINEY, III, MEMBER/MANAGER

By: _____ (SEAL)
DAVID A. HORTON, MEMBER/MANAGER

By: _____ (SEAL)
LARRY M. LAND, MEMBER/MANAGER

By: _____ (SEAL)
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 _____, 2003.

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 _____, 2003.

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 _____, 2003.

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 _____, 2003.

NOTARY PUBLIC

My Commission Expires: