

BLAIR FARM
DECLARATION OF SUBMISSION OF BLAIR FARM-SECTION FIVE,
AUDUBON POINTE
TO MASTER DECLARATION

and

DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS,
RESTRICTIONS, AND EASEMENTS FOR
BLAIR FARM-SECTION FIVE, AUDUBON POINTE

This Declaration is dated for purposes of reference the ____ day of _____, 2006 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, Section Two, Section One 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. Declarant now chooses to submit Section Five - Audubon Pointe - 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 Five - Audubon Pointe - 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 Five. Section Five, Audubon Pointe - Blair Farm Subdivision, according to the plat thereof prepared by Stroud Engineering, P.A. , dated _____ recorded in Map Book____, Page _____, is hereby submitted to the terms and provisions of Article A of the Master Declaration.

2. Additional Restrictions for Section Five. 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 Five 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 Five.

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 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 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 Five 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 Five and are intended to ensure compliance with the State Stormwater Management Permit Number SW8 051231 issued by the Division of Water Quality under NCAC 2H.1000:

- (1) The maximum built-upon area per Lot in Section Five, inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement is as follows:

<u>Lot#</u>	<u>Built-Upon Area</u>	<u>Lot #</u>	<u>Built-Upon Area</u>
Lot 1 -	4,000 square feet	Lot 19 -	3,325 square feet
Lot 2 -	4,000 square feet	Lot 20 -	3,325 square feet
Lot 3 -	4,000 square feet	Lot 21 -	4,000 square feet
Lot 4 -	4,000 square feet	Lot 22 -	4,000 square feet
Lot 5 -	4,000 square feet	Lot 23 -	5,000 square feet
Lot 6 -	4,000 square feet	Lot 24 -	5,000 square feet
Lot 7 -	4,500 square feet	Lot 25 -	4,500 square feet
Lot 8 -	5,500 square feet	Lot 26 -	4,500 square feet
Lot 9 -	4,500 square feet	Lot 27 -	4,000 square feet
Lot 10 -	4,000 square feet	Lot 28 -	4,000 square feet
Lot 11 -	4,000 square feet	Lot 29 -	4,000 square feet
Lot 12 -	4,000 square feet	Lot 30 -	4,000 square feet
Lot 13 -	4,000 square feet	Lot 31 -	4,500 square feet
Lot 14 -	4,000 square feet	Lot 32 -	4,500 square feet
Lot 15 -	4,000 square feet		
Lot 16 -	4,000 square feet		
Lot 17 -	4,000 square feet		
Lot 18 -	5,000 square feet		

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.

- (2) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management

Permit.

- (3) These covenants are to run with the land and be binding on all persons and parties claiming under them.
- (4) The covenants pertaining to storm water regulations may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- (5) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.
- (6) 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.
- (7) 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.
- (8) Each lot will maintain a thirty (30) feet wide vegetated buffer between impervious areas and surface waters.
- (9) All roof drains shall terminate at least thirty (30') feet from the mean high water mark of surface waters.
- (10) Filling in, piping or altering any designated 5:1 curb outlet swale of vegetated area associated with the development is prohibited by any person.
- (11) 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.

1. Wetlands Restrictions.

(1) U.S. Army Corps of Engineers. All of the Properties subject to this Declaration shall also be subject to the following special provisions relating to wetlands. In developing the Section 5 - Audubon Pointe - Blair Farm, the Declarant has agreed with the Department of the Army Corps of Engineers (pursuant to a permit issued by the Corps of Engineers) to restrict and prohibit any future filling or other detrimental activities in the wetlands areas, which presently exist within the identified area Section Five. Accordingly, all wetlands shown and delineated on the wetland survey plat dated November 15, 2005, and verified by the Corps of Engineers on November 21, 2005, shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall fill, grade excavate, or perform any other land disturbing activities; nor cut, remove or harm vegetation; nor construct any structures, nor allow animal grazing or watering or any other agricultural use on such conservation area. Benign structures, such as pile-supported walkways, may be permissible only after reviewed and written consent is provided by the U.S. Army Corps of Engineers. This covenant is intended to ensure continued compliance with the mitigation condition of authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 200500897, and therefore may be enforced by the United States of America. This covenant shall run with the land, and shall be binding on the Declarant and all parties claiming under it. This provision cannot be amended or modified without the express written consent of the U.S. Army Corps of Engineers Wilmington District.

(2) North Carolina Division of Water Quality. A portion of Section 5 - Audubon Pointe - Blair Farm has been determined to meet the requirements for designation as a wetland, stream or protected stream buffer. Any subsequent fill or alternation of this area shall conform to the requirements of the state rules adopted by the State of North Carolina in force at the time of the proposed alteration. The intent of this provision is to prevent additional wetland, stream or buffer filling or draining, so any lot owner should not assume that a future application for filling or draining would be approved. The lot owner shall

report the name of the subdivision in any application pertaining to said rules. This covenant is intended to ensure continued compliance with all rules adopted by the State of North Carolina and therefore the State of North Carolina may enforce benefits. This covenant is to run with the land and shall be binding on the Declarant and all persons claiming under it.

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. GAINNEY, 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 _____, 2006.

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 _____, 2006.

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 _____, 2006.

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 _____, 2006.

NOTARY PUBLIC

My Commission Expires: