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Recorded: 02/14/2007 at 10:12:19 AM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Maryland K. Washington Reg. of Deeds
BK 2819 PG 61-65

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:
Brookstone Subdivision
Forest Lakes at Brookstone, Section I-B
Debby Crayton, Inc.
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NORTH CAROLINA

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
BROOKSTONE

ONslow COUNTY

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF BROOKSTONE, made this the 20th day of NOVEMBER, 2006, by DEBBY CRAYTON, INC., a North Carolina corporation, hereinafter referred to as "Declarant";

Whereas, the Declarant has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 1954, Page 450; and amended in Book 2062, Page 229; Book 2133, Page 218; Book 2188, Page 459; Book 2274, Page 713; Book 2327, Page 54; Book 2327, Page 59 and re-recorded in Book 2333, Page 69; Book 2394, Page 739 and re-recorded in Book 2398, Page 66; Book 2477, Page 784 and amended in Book 2557, Page 68; Book 2811, Page 727, and Book 2811, Page 732, Onslow County Registry; and

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as FOREST LAKES AT BROOKSTONE SECTION I-B.

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as FOREST LAKES AT BROOKSTONE SECTION I-B, as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described as FOREST LAKES AT BROOKSTONE SECTION I-B, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

2. STORMWATER RUNOFF APPLICABLE TO EXHIBIT A PROPERTY ONLY: General Provisions:

(a) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 020917, as issued by the Division of Water Quality under NCAC 2H.1000.

(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 may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

(e) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State.

(f) The runoff from all built-upon area on the project must be directed into the permitted stormwater control system.

(g) Built upon area in excess of the permitted amount will require a permit modification.

Special Provisions (1): In addition to the above, the following restrictions shall apply:

(a) The maximum allowable built-upon area per lot is 12,085 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

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

(c) Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

(d) All roof drains shall terminate at least 30' from the mean high water mark.

Special Provisions (2): In addition to all of the above, restrictions shall apply if if curb and gutter is installed by the Declarant:

(a) Filing in piping or altering any designated 5:1 curb outlet swale associated with the development is prohibited by any persons.

(b) This project proposed a curb outlet system. Each designated curb outlet swale shown on the approved plan must be maintained at a minimum of 100' long with 5:1 (H:V) side slopes or 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.

(c) Mowing will be accomplished as needed according to the season. Grass height will not exceed six inches (6") at any time.

(d) Swales will be inspected monthly or after every runoff producing rainfall event for sediment build-up, erosion, and trash accumulation.

(e) Accumulated sediment and trash will be removed as necessary. Swales will be reseeded or sodded following sediment removal.

(f) Eroded areas of the swales will be repaired and reseeded. Swales will be revegetated as needed and in a timely manner based on the monthly inspections.

(g) Catch basins, curb cuts, velocity reduction devices, and piping will be inspected monthly or after every significant runoff producing rainfall event. Trash and debris will be cleared away from grates, curb cuts, velocity reduction devices and piping.

(h) Swales will not be altered, piped, or filled in without approval from NCDENR Division of Water Quality.

In addition to the above, restriction if any lots lie within CAMA's AEC:

(a) Lots within CAMA's Area of Environment Concern may have the permitted maximum built-upon area reduced due to CAMA jurisdiction within the AEC.

Nothing in these covenants shall prohibit Declarant from exceeding density limits through permits properly obtained through State Stormwater Rules, which may include engineered systems. Any of the provisions of this instrument may be amended, modified or terminated to comply with stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, its successors and assigns.

3. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 1954, Page 450; and amended in Book 2062, Page 229; Book 2133, Page 218; Book 2188, Page 459; Book 2274, Page 713; Book 2327, Page 54; Book 2327, Page 59 and re-recorded in Book 2333, Page 69; Book 2394, Page 739 and re-recorded in Book 2398, Page 66; Book 2477, Page 784 and amended in Book 2557, Page 68; Book 2811, Page 727, and Book 2811, Page 732, Onslow County, are incorporated herein by reference. By the submission of FOREST LAKES AT BROOKSTONE SECTION I-B, of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

DEBBY CRAYTON, INC.

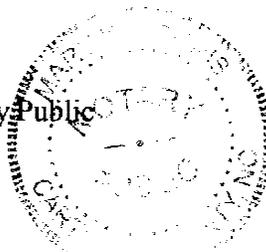
By: Debbie Crayton, Pres
DEBBY CRAYTON, President

Carteret
Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: DEBBY CRAYTON

Date: 11-20-06
Mary K. Dennis
(Official Signature of Notary)

Mary K. Dennis, Notary Public
(Notary's printed or typed name)



(Official Seal)
My commission expires: 6-24-07

DATA\RE\RESCOV\PUDAMDMT.FRM(082692)
K:\DCI\RC\BROOKSTONE AMDMT-FLAKES IB(092806)102606110706
RM2955

EXHIBIT A

Being all of that property shown on plat entitled "Final Plat Forest Lakes At Brookstone Section I-B", recorded in Map Book 52, Page 180, Onslow County Registry.

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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Onslow County, NC
Maryland K. Washington Reg. of Deeds

BK 2867 PG 798-801



Prepared by: FRANK W. ERWIN, ATTORNEY
Erwin, Simpson & Stroud, Attorneys, P.L.L.C.

Index in the Grantor Index:

- BROOKSTONE POINTE**
- DEBBY CRAYTON, INC., Declarant**
- BROOKSTONE POINTE Architectural Control Committee**
- LANDS END AT BROOKSTONE**
- LANDS END AT BROOKSTONE Architectural Control Committee**

NORTH CAROLINA
ONSLow COUNTY

CONSERVATION DECLARATION

This **DECLARATION of CONSERVATION COVENANTS, CONDITIONS, and RESTRICTIONS** ("Conservation Declaration"), made the 3rd day of ~~April~~, 2007, by **DEBBY CRAYTON, INC.**, a North Carolina corporation; hereinafter called "Declarant." *May*

BACKGROUND STATEMENT

The Declarant is the owner of the real property described in Paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, Declarant hereby declares that the real property in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

1. DESCRIPTION OF REAL PROPERTY:

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all of that property as set out and as shown on that "WETLANDS CONSERVATION MAP for PROPOSED BROOKSTONE POINTE & LANDS END AT BROOKSTONE" recorded in Map Book 53, Page 18, Onslow County Registry.

2. WETLANDS AND CONSERVATION SPECIAL PROVISIONS:

A. Compliance with Wetlands Regulations: It shall be the responsibility of each owner, prior to alteration of any lot, to determine if any portion of the Lot shall have been determined to meet the requirements for designation as a regulatory wetland. Any subsequent fill or alteration of this wetland shall conform to the requirements of state wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration. The intent of this deed restriction is to prevent additional wetland fill, so the property Owner should not assume that a future application for fill will be approved. The property Owner shall report the name of the subdivision, in any application pertaining to wetland rules. This covenant is intended to insure the continued compliance with wetland rules adopted by the State of North Carolina, therefore benefits may be enforced by the State of North Carolina. This covenant is to run with the land and shall be binding on all parties and all persons claiming under them.

B. Conservation Areas: The areas shown on that plat recorded in Map Book 53, Page 18, as conservation areas shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area:

- (1) fill, grade, excavate or perform any other land disturbing activities
- (2) cut, mow, burn, remove, or harm any vegetation
- (3) construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures
- (4) drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area
- (5) dump or store soil, trash, or other waste
- (6) graze or water animals, or use for any agricultural or horticultural purpose

This covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, AID# SAW-2007-195-067 and therefore may be enforced by the United States

of America. This covenant is to run with the land, and shall be binding on the Owner, and all parties claiming under it.

5. GENERAL PROVISIONS:

Section 1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Declarant, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall behave the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the person or party seeking to compel compliance with these restrictive covenants as part of any judgment or order issued. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 2.1. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an Owner. The State of North Carolina is specifically made a beneficiary of these covenants.

Section 3. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or their successors in title and by the owner of not less than ninety percent (90%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five percent (75%) of the Lot Owners, and recorded in the office of the Register of Deeds of the County in which this Declaration is recorded.

Section 4. Special Provision Relating to Amendment: No amendment shall be valid to affect the provisions of this Declaration (Wetlands and Conservation Special Provisions) without the execution and recording of an amendment upon the authorization and approval of the United

States of America, U.S. Army Corps of Engineers, Wilmington District, or successor regulatory agency or authority.

Section 5. 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.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

DEBBY CRAYTON, INC.

BY *Debbie Crayton, Pres* (SEAL)
DEBBY CRAYTON, PRESIDENT

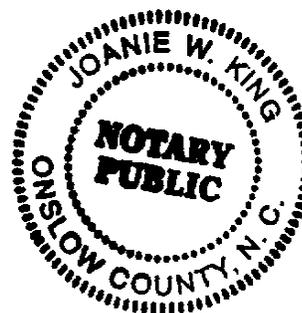
Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: DEBBY CRAYTON, President

Date: May 3, 2007

Joanie W King
(Official Signature of Notary)

Joanie W King, Notary Public
(Notary's printed or typed name)



(Official Seal)

My commission expires: 5-24-08

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ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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Prepared by: FRANK W. ERWIN, ATTORNEY
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Lands End at Brookstone Section I
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Brookstone Community Services Association, Inc.
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NORTH CAROLINA

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
BROOKSTONE

ONSILOW COUNTY

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF BROOKSTONE, made this the 9th day of AUGUST, 2007, by DEBBY CRAYTON, INC., a North Carolina corporation, hereinafter referred to as "Declarant";

Whereas, the Declarant has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 1954, Page 450; and amended in Book 2062, Page 229; Book 2133, Page 218; Book 2188, Page 459; Book 2274, Page 713; Book 2327, Page 54; Book 2327, Page 59 and re-recorded in Book 2333, Page 69; Book 2394, Page 739 and re-recorded in Book 2398, Page 66; Book 2477, Page 784 and amended in Book 2557, Page 68; Book 2811, Page 727, and Book 2811, Page 732, Book 2819, Page 61, and Book 2930, Page 665, Onslow County Registry; and

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as LANDS END AT BROOKSTONE SECTION I.

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as LANDS END AT BROOKSTONE SECTION I, as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described as LANDS END AT BROOKSTONE SECTION I, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

1.1 CONSERVATION DECLARATION: The property subject to this Declaration is subject to a Conservation Declaration recorded in Book 2867, Page 798, Onslow County Registry. It shall be the responsibility of each owner, prior to alteration of any lot, to determine if any Lot shall have been determined to meet the requirements for designation as a regulatory wetland. Any subsequent fill or alteration of this wetland shall conform to the requirements of state wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration.

2. STORMWATER RUNOFF APPLICABLE TO EXHIBIT A PROPERTY ONLY: General Provisions:

(a) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 061205, as issued by the Division of Water Quality under NCAC 2H.1000.

(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.

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(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 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 State.

Special Provisions (1): In addition to the above, the following restrictions shall apply:
The maximum allowable built-upon area per lot is as follows:

<u>Lot #</u>	<u>Lot Area</u>	<u>Maximum Built-Upon Area</u>
281	25420.14 S.F.	6,000 square feet
282	20785.85 S.F.	6,000 square feet
283	21177.14 S.F.	6,000 square feet
284	23573.69 S.F.	6,000 square feet
290	27848.51 S.F.	7,500 square feet
291	23876.95 S.F.	6,000 square feet
292	22228.35 S.F.	6,000 square feet
293	20180.3 S.F.	6,000 square feet
294	22658.64 S.F.	6,000 square feet
300	31438.22 S.F.	7,500 square feet

This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

Nothing in these covenants shall prohibit Declarant from exceeding density limits through permits properly obtained through State Stormwater Rules, which may include engineered systems. Any of the provisions of this instrument may be amended, modified or terminated to comply with stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, its successors and assigns.

3. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration of Restrictive Covenants in Book 1954, Page 450; and amended in Book 2062, Page 229; Book 2133, Page 218; Book 2188, Page 459; Book 2274, Page 713; Book 2327, Page 54; Book 2327, Page 59 and re-recorded in Book 2333, Page 69; Book 2394, Page 739 and re-recorded in Book 2398, Page 66; Book 2477, Page 784

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825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

W.S. Stroud

and amended in Book 2557, Page 68; Book 2811, Page 727, and Book 2811, Page 732, and Book 2819, Page 61, and Book 2930 Page 665, Onslow County Registry, are incorporated herein by reference. By the submission of LANDS END AT BROOKSTONE SECTION I, of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

DEBBY CRAYTON, INC.

By: Debby Crayton, Pres
DEBBY CRAYTON, President

Onslow County
North Carolina

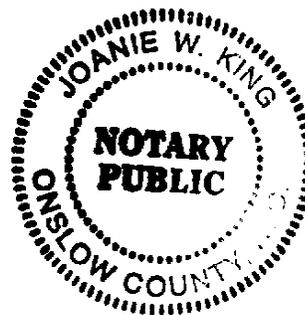
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: DEBBY CRAYTON

Date: 8-9-07

Joanie W King
(Official Signature of Notary)

Joanie W King, Notary Public
(Notary's printed or typed name)

(Official Seal)
My commission expires: 5-24-08



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825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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EXHIBIT A

Being all of those numbered lots as shown on plat entitled "FINAL PLAT LANDS END AT BROOKSTONE SECTION I", recorded in Map Book 53, Page 211, Onslow County Registry.

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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NORTH CAROLINA

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
BROOKSTONE

ONSLOW COUNTY

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF BROOKSTONE, made this the 9th day of AUGUST, 2007, by DEBBY CRAYTON, INC., a North Carolina corporation, hereinafter referred to as "Declarant";

Whereas, the Declarant has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 1954, Page 450; and amended in Book 2062, Page 229; Book 2133, Page 218; Book 2188, Page 459; Book 2274, Page 713; Book 2327, Page 54; Book 2327, Page 59 and re-recorded in Book 2333, Page 69; Book 2394, Page 739 and re-recorded in Book 2398, Page 66; Book 2477, Page 784 and amended in Book 2557, Page 68; Book 2811, Page 727, and Book 2811, Page 732, and Book 2819, Page 61, Book 2930 Page 665 and Book 2930 Page 668, Onslow County Registry; and

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as BROOKSTONE POINTE SECTION I.

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as BROOKSTONE POINTE SECTION I, as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described as BROOKSTONE POINTE SECTION I, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

1.1 CONSERVATION DECLARATION: The property subject to this Declaration is subject to a Conservation Declaration recorded in Book 2867, Page 798, Onslow County Registry. It shall be the responsibility of each owner, prior to alteration of any lot, to determine if any Lot shall have been determined to meet the requirements for designation as a regulatory wetland. Any subsequent fill or alteration of this wetland shall conform to the requirements of state wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration.

2. STORMWATER RUNOFF APPLICABLE TO EXHIBIT A PROPERTY ONLY: General Provisions:

(a) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 061205, as issued by the Division of Water Quality under NCAC 2H.1000.

(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. *w ee*

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(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 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 State.

Special Provisions (1): In addition to the above, the following restrictions shall apply:
The maximum allowable built-upon area per lot is as follows:

<u>Lot #</u>	<u>Lot Area</u>	<u>Maximum Built-Upon Area</u>
234	58588.64 S.F.	15,660 square feet
235	44388.76 S.F.	11,400 square feet
236	36746.54 S.F.	10,000 square feet
237	41484.35 S.F.	11,400 square feet
238	33081.51 S.F.	7,500 square feet
239	31108.36 S.F.	7,500 square feet
280	25904.36 S.F.	6,000 square feet
301	29209.91 S.F.	7,500 square feet
302	27855.82 S.F.	7,500 square feet
303	42283.43 S.F.	11,400 square feet

This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

Nothing in these covenants shall prohibit Declarant from exceeding density limits through permits properly obtained through State Stormwater Rules, which may include engineered systems. Any of the provisions of this instrument may be amended, modified or terminated to comply with stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, its successors and assigns.

3. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration of Restrictive Covenants in Book 1954, Page 450; and amended in Book 2062, Page 229; Book 2133, Page 218; Book 2188, Page 459; Book 2274, Page 713; Book 2327, Page 54; Book 2327, Page 59 and re-recorded in Book 2333, Page 69; Book 2394, Page 739 and re-recorded in Book 2398, Page 66; Book 2477, Page 784 and amended in Book 2557, Page 68; Book 2811, Page 727, and Book 2811, Page 732, and Book

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WAC

Book 2930, Page 605, and Book 2930 Page 608
2819, Page 61, Onslow County Registry, are incorporated herein by reference. By the submission of BROOKSTONE POINTE SECTION I, of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signaturc(s) below if its duly authorized representative(s), as the act of such entity.

DEBBY CRAYTON, INC.

By: *Debbie Crayton, Pres*
DEBBY CRAYTON, President

Onslow County
North Carolina

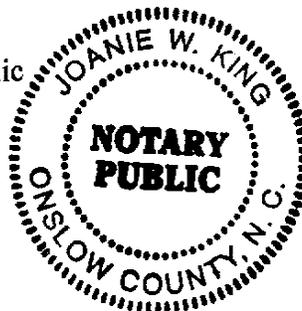
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: DEBBY CRAYTON

Date: 8-9-07

wjk

Joanie W King
(Official Signature of Notary)

Joanie W King, Notary Public
(Notary's printed or typed name)



(Official Seal)

My commission expires: 5-24-08

DATA\RE\RESCOV\PUDAMDMT.FRM(082692)
K:\DCI\RC\BROOKSTONE AMDMT-FLAKES IB(092806)102606110706
K:\DCI\RC\BROOKSTONE POINTE SECI AMD(072507)
RM2955 REV FWE 080107\080707

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EXHIBIT A

Being all of those numbered lots as shown on plat entitled "FINAL PLAT BROOKSTONE POINTE SECTION I", recorded in Map Book 53, Page 195, Onslow County Registry.

we


 Doc ID: 004343760006 Type: CRP
 Recorded: 05/01/2008 at 12:40:41 PM
 Fee Amt: \$29.00 Page 1 of 6
 Onslow County, NC
 Maryland K. Washington Reg. of Deeds
 BK **3058** PG **746-751**



Prepared by: FRANK W. ERWIN, ATTORNEY
 825 Gum Branch Road, Suite 115
 Jacksonville, N.C. 28540

- Index in the Grantor Index:**
- Brookstone Subdivision**
 - Brookstone Pointe Section II**
 - Debby Crayton, Inc.**
 - Brookstone Community Services Association, Inc.**
 - Brookstone Architectural Control Committee**

NORTH CAROLINA

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
BROOKSTONE

ONslow COUNTY

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF BROOKSTONE, made this the 25th day of April, 2008, by DEBBY CRAYTON, INC., a North Carolina corporation, hereinafter referred to as "Declarant";

Whereas, the Declarant has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 1954, Page 450; and amended in Book 2062, Page 229; Book 2133, Page 218; Book 2188, Page 459; Book 2274, Page 713; Book 2327, Page 54; Book 2327, Page 59 and re-recorded in Book 2333, Page 69; Book 2394, Page 739 and re-recorded in Book 2398, Page 66; Book 2477, Page 784 and amended in Book 2557, Page 68; Book 2811, Page 727; Book 2811, Page 732; Book 2819, Page 61; Book 2930, Page 665; Book 2930, Page 668 and Book 2930, Page 673, Onslow County Registry; and

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WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as BROOKSTONE POINTE SECTION II.

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as BROOKSTONE POINTE SECTION II, as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described as BROOKSTONE POINTE SECTION II, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

1.1 CONSERVATION DECLARATION: The property subject to this Declaration is subject to a Conservation Declaration recorded in Book 2867, Page 798, Onslow County Registry. It shall be the responsibility of each owner, prior to alteration of any lot, to determine if any Lot shall have been determined to meet the requirements for designation as a regulatory wetland. Any subsequent fill or alteration of this wetland shall conform to the requirements of state wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration.

2. STORMWATER RUNOFF APPLICABLE TO EXHIBIT A PROPERTY ONLY: General Provisions:

(a) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 061205, as issued by the Division of Water Quality under NCAC 211.1000.

(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.

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(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 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 State.

Special Provisions (1): In addition to the above, the following restrictions shall apply:
The maximum allowable built-upon area per lot is as follows:

<u>Lot #</u>	<u>Lot Area</u>	<u>Maximum Built-Upon Area</u>
240	29135.21 S.F.	7,500 square feet
241	27162.06 S.F.	7,500 square feet
242	26605.41 S.F.	7,500 square feet
243	26713.78 S.F.	7,500 square feet
244	34027.70 S.F.	10,000 square feet
245	82773.38 S.F.	22,040 square feet
246	111861.68 S.F.	27,185 square feet
247	25139.05 S.F.	6,000 square feet
248	19975.58 S.F.	6,000 square feet
275	21062.71 S.F.	6,000 square feet
276	20441.75 S.F.	6,000 square feet
279	19000.00 S.F.	6,000 square feet

This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

Nothing in these covenants shall prohibit Declarant from exceeding density limits through permits properly obtained through State Stormwater Rules, which may include engineered systems. Any of the provisions of this instrument may be amended, modified or terminated to comply with stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, its successors and assigns.

3. ANIMALS-APPLICABLE TO EXHIBIT A PROPERTY ONLY: Except as specifically allowed elsewhere herein, no animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not be kept for breeding or commercial purposes. Any such household pet shall not be allowed off the

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Lot of the Owner of said pet unless said pet is attended and on a leash. Any pet which is not kept inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

The Owner is responsible to pick up, remove all solid wastes of their pets and to dispose of the solid waste in an Association approved container and in such manner as directed by the Association.

In addition to the above, inherently dangerous animals shall be prohibited. "Inherently dangerous animal" means any nondomesticated animal for which evidence demonstrates that unprotected human contact with the species can result in a life threatening injury or disease to those who come in contact directly or indirectly. The following are examples of inherently dangerous animals, but shall not be deemed an exclusive listing: Bats, wolves and wolf hybrids, lions, tigers, cheetahs, jaguars, cougars, leopards, snow leopards, clouded leopards, all hyena species, all bear species, all apes, Old and New World monkeys, and prosimians, all elephant species, rhinoceroses, hippopotamus, gaur, banteng, kouprey, anoa, Cape buffalo, all Crocodilia, – all species, aHelodermatidae – all species, green anaconda, Amethystine python, African rock python, and Reticulated python and all venomous snakes.

4. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration of Restrictive Covenants in Book 1954, Page 450; and amended in Book 2062, Page 229; Book 2133, Page 218; Book 2188, Page 459; Book 2274, Page 713; Book 2327, Page 54; Book 2327, Page 59 and re-recorded in Book 2333, Page 69; Book 2394, Page 739 and re-recorded in Book 2398, Page 66; Book 2477, Page 784 and amended in Book 2557, Page 68; Book 2811, Page 727; Book 2811, Page 732; Book 2819, Page 61; Book 2930, Page 665; Book 2930, Page 668; Book 2930, Page 673, Onslow County Registry, are incorporated herein by reference. By the submission of BROOKSTONE POINTE SECTION II, of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

DEBBY CRAYTON, INC.

By: Debbly Crayton, Pres
DEBBY CRAYTON, President

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800 *MSL*
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

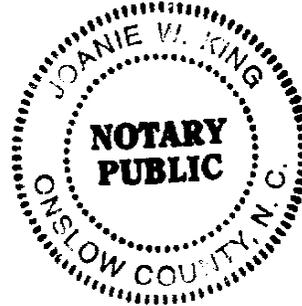
Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: DEBBY CRAYTON.

Date: 4-25-08

Joanie W King
(Official Signature of Notary)

Joanie W King, Notary Public
(Notary's printed or typed name)



(Official Seal)

My commission expires: 5-24-08

DATA\RE\RESCOV\PUDAMDMT.FRM(082692)
K:\DC\RC\BROOKSTONE AMDMT-FLAKES IB(092806)102606110706
K:\DC\RC\BROOKSTONE POINTE SECI AMD(072507) REV FWE 080107\080707
K:\DC\RC\BROOKSTONE POINTE SECII AMD (040708)
RM2955

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

EXHIBIT A

Being all of those numbered lots as shown on plat entitled "FINAL PLAT BROOKSTONE POINTE SECTION II", recorded in Map Book 55, Page 108, Onslow County Registry.