
Doc ID: 000266700006 Type: CRP
Recorded: 10/01/2004 at 11:10:57 AM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2327 PG 59-64

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-A

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 30th day of SEPTEMBER, 2004, 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; amended in Book 2133, Page 218; amended in Book 2188, Page 459; amended in Book 2274, Page 713, and amended in Book _____, Page _____, Onslow County Registry; and

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

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

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

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as FOREST LAKES AT BROOKSTONE SECTION I-A, 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-A, 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.

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

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

(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.

(e) Driveway pipes for Lots #1 and #15 shall be limited in length and location to be installed within 40 feet of northern property line along Clearwater Drive.

Special Provisions (2): In addition to all of the above, restrictions shall apply 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.

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

(c) Accumulated sediment and trash will be removed as necessary. Swales will be resceded 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 devises, 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; and amended in Book 2133, Page 218; and amended in Book 2188, Page 459; and amended in Book 2274, Page 713, and amended in Book _____, Page _____, Onslow County Registry, are incorporated herein by reference. By the submission of FOREST LAKES AT BROOKSTONE SECTION I-A, 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

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 that property shown on plat entitled "FOREST LAKES
AT BROOKSTONE SECTION I-A", recorded in Map Book 46,
Page 219, Onslow County Registry.

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

NORTH CAROLINA
ONslow COUNTY

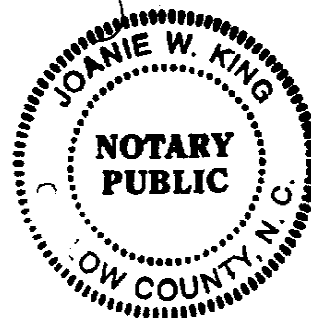
I, a notary public, do hereby certify that DEBBY CRAYTON personally came before me this day and acknowledged that she is the President of DEBBY CRAYTON, INC., a corporation, and that she as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal this the 30th day of SEPTEMBER, 2004.

Joanie W. King
Notary Public

My commission expires: 5-24-08

DATA\RE\RESCOV\PUDAMDMT.FRM(082692)
DATA\CLIENT\DC\RC\BROOKSTONE-AMDMT-FLAKES(090902)
REV091802\FWE-REV011403\rev040803\080904DH



NORTH CAROLINA, ONSLOW COUNTY


JOANIE W KING


The foregoing certificate(s) of _____


is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

M. L. Stroud Register of Deeds for Onslow County
Deputy Assistant Register of Deeds

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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Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Mildred M Thomas Register of Deeds
BK **2327** PG **59-64**


Doc ID: 000289740007 Type: CRP
Recorded: 10/13/2004 at 01:16:21 PM
Fee Amt: \$32.00 Page 1 of 7
Onslow County, NC
Mildred M Thomas Register of Deeds
BK **2333** PG **69-75**

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-A
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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 30th day of SEPTEMBER, 2004, 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; amended in Book 2133, Page 218; amended in Book 2188, Page 459; amended in Book 2274, Page 713, and amended in Book 2327, Page 54, Onslow County Registry; and

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

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

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

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as FOREST LAKES AT BROOKSTONE SECTION I-A, 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-A, 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.

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

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

(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.

(e) Driveway pipes for Lots #1 and #15 shall be limited in length and location to be installed within 40 feet of northern property line along Clearwater Drive.

Special Provisions (2): In addition to all of the above, restrictions shall apply 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; and amended in Book 2133, Page 218; and amended in Book 2188, Page 459; and amended in Book 2274, Page 713, and amended in Book 2327, Page 54, Onslow County Registry, are incorporated herein by reference. By the submission of FOREST LAKES AT BROOKSTONE SECTION I-A, 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

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 that property shown on plat entitled "FOREST LAKES
AT BROOKSTONE SECTION I-A", recorded in Map Book 46,
Page 219, Onslow County Registry.

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

NORTH CAROLINA
ONSLow COUNTY

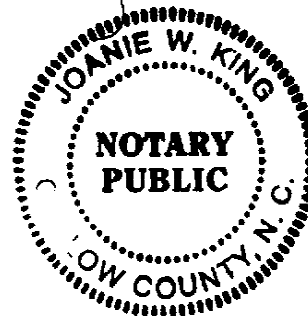
I, a notary public, do hereby certify that DEBBY CRAYTON personally came before me this day and acknowledged that she is the President of DEBBY CRAYTON, INC., a corporation, and that she as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal this the 30th day of SEPTEMBER, 2004.

Joanie W. King
Notary Public

My commission expires: 5-24-08

DATA\RE\RESCOV\PUDAMDMT.FRM(082692)
DATA\CLIENT\DC\RC\BROOKSTONE-AMDMT-FLAKES(090902)
REV091802\FWE-REV011403\rev040803\080904DH



NORTH CAROLINA, ONSLOW COUNTY

JOANIE W KING

The foregoing certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Michael M. Thomas Register of Deeds for Onslow County
Deputy/Assistant Register of Deeds

NORTH CAROLINA, ONSLOW COUNTY

Joanie W. King

The foregoing certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Michael M. Thomas Register of Deeds for Onslow County
Deputy/Assistant Register of Deeds

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

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

NORTH CAROLINA

ONSLOW COUNTY STATEMENT OF CORRECTION
(PURSUANT TO NCGS §47-36.1)

Pursuant to NCGS §47-36.1, and other applicable statutes and the law of the State of North Carolina, the undersigned do hereby submit as follows:

1. That the attached instrument was originally dated the 30th day of SEPTEMBER, 2004 and recorded on the 1st day of OCTOBER, 2004, in Book 2327, Page 59, ONSLOW County Register of Deeds.

2. That an obvious typographical error or other minor error appeared in the original instrument and has been corrected and initialed on the original as follows: AMENDMENT BOOK 2327, PAGE 54 WAS ADDED TO PAGE ONE AND PAGE FOUR IN THE APPROPRIATE "BLANKS".

3. That the undersigned is/are the original parties to the original instrument or the attorney drafting said original instrument.

This the 12th day of OCTOBER, 2004.

PARTIES:

_____(SEAL)

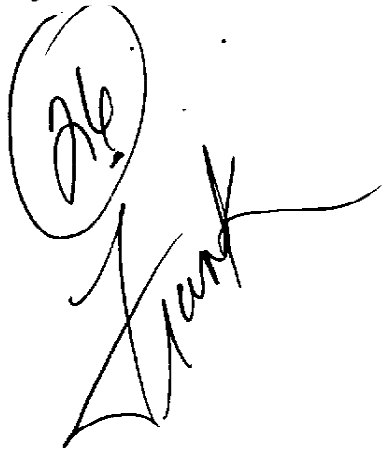
_____(SEAL)

ATTORNEY:

FRANK W. ERWIN

DATA\RE\GENREAL\CORRECT.FRM(082592)

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



Doc ID: 000466760005 Type: CRP
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Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Mildred M Thomas Register of Deeds

BK **2394** PG **739-743**

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

Index in the Grantor Index:

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Brookstone Lakes Section III-A
Debby Crayton, Inc.
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NORTH CAROLINA
ONslow COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
BROOKSTONE

(Including Provisions for Offsite Wastewater Treatment)

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF BROOKSTONE, made this the 16th day of February, 2005 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, amended in Book 2062, Page 229; amended in Book 2133, Page 218; amended in Book 2188, Page 459; amended in Book 2274, Page 713; amended in Book 2327, Page 54; amended in Book 2327, Page 59 and re-recorded in Book 2333, Page 69, 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 LAKES III-A;

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as BROOKSTONE LAKES III-A, 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 LAKES III-A, 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. **EASEMENTS FOR SEPTIC TANKS SYSTEMS AND FOR REPAIRS AREAS:** Lots 172 and 173 have been determined to be potentially unsuitable or unsuitable for septic tank sewage disposal or for inclusion of a repair area. Declarant has, therefore, determined that it is in its best interest to utilize off site drainage fields on Lots 172 and 173. The plans and specifications for said off-site, low pressure system have been approved by the Onslow County Health Department. This Declaration is entered into in order to provide the necessary easements for said system, and to provide for the maintenance and repair of the systems. The terms and conditions of the easements, rights and obligations of owners of Lots 172 and 173 are as follows:

A. **Easement - For benefit of Lot 172:** There shall be an easement for the benefit of Lot 172 for the purposes of installation, maintenance and repair of septic tanks, pumps and lines, over real property described as follows: Being all of that property shown and designated as "Temporary Pump Off Septic Repair Area Easement for Lot 172" being located on Lot 168, together with all streets and access easements as shown on said plat entitled, "Section III-A BROOKSTONE LAKES" as recorded in Map Book 47, Page 130, Onslow County Public Registry,

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

B. Easement - For benefit of Lot 173. There shall be an easement for the benefit of Lot 173 for the purposes of installation, maintenance and repair of septic tanks, pumps and lines, over real property described as follows: Being all of that property shown and designated as "Temporary Pump Off Septic Repair Area Easement for Lot 173" being located on Lot 168, together with all streets and access easements as shown on said plat entitled, "Section III-A BROOKSTONE LAKES" as recorded in Map Book 47, Page 130, Onslow County Public Registry,

3. OWNERSHIP AND USE: The owners of Lots 172 and 173 shall have respective and perpetual (subject to termination as hereinafter provided) easements over Lot 168 as set out above for purposes of installation, maintenance and repair of pipes, lines and drain field in accordance with approved plans and specifications and all streets for the purposes of lines, together with access easements as shown on the plat. The aforesaid easements established herein shall terminate, as to each of Lots 172 and 173, ninety (90) days after the first date of availability, to said lots, of a public or private sewer system. Notwithstanding the existence of the easements, the owners of lots 172 and 173 shall be responsible for payment of ad valorem taxes on those portions of said lot upon which the easements exist until the date of termination as described in the preceding sentence.

4. PLANS AND SPECIFICATIONS: The plans and specifications for the aforesaid systems, and the operation and maintenance of the systems, are described or shown in operation permits on file with the office of the Environmental Health Division, Onslow County, Onslow County Courthouse, Jacksonville, NC 28540 All of the above-listed documents are hereby incorporated by reference.

5. INSTALLATION PER PLANS AND SPECIFICATIONS: The installation and maintenance of the septic systems shall be, at all times, in accordance with the documents listed above.

6. MAINTENANCE AND REPAIR RESPONSIBILITIES Maintenance and repair of the system which lies within the easement described herein, and maintenance of that easement area and any pipes running from the lot to the drainfield lot, and the cost and repair of electricity and pumps to be utilized by each lot, shall be the sole responsibility of the respective owners of Lots 172 and 173. It is the intention that maintenance of any improvements shall be the sole responsibility of the owners of that lot (172 and 173) which is benefitted by the described easement and system therein located.

7. AGREEMENT BINDING: The terms of this Declaration shall be binding upon, and shall inure to the benefit of, the owners of Lots 172, and 173, their heirs, executors, administrators, successors and assigns. The easements and obligations herein shall run with the said Lots 172 and 173, and shall be deemed transferred with the transfer of each said lot, whether or not specifically described in a deed therefor.

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 that property shown on plat entitled "SECTION III-A
BROOKSTONE LAKES", recorded in Map Book 47, Page 130,
Onslow County Registry.

8. **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, amended in Book 2062, Page 229; amended in Book 2133, Page 218; amended in Book 2188, Page 459; amended in Book 2274, Page 713; amended in Book 2327, Page 54; amended in Book 2327, Page 59 and re-recorded in Book 2333, Page 69, Onslow County Registry, are incorporated herein by reference. By the submission of BROOKSTONE LAKES III-A, 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

NORTH CAROLINA
ONslow COUNTY

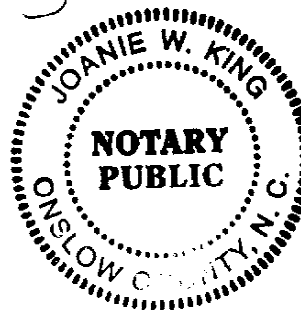
I, a notary public, do hereby certify that DEBBY CRAYTON personally came before me this day and acknowledged that she is the President of DEBBY CRAYTON, INC., a corporation, and that she as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal this the 16th day of February, 2005.

Joanie W. King
Notary Public

My commission expires: 5-24-08

DATA\RE\RESCOV\PU\AMD\MT.FRM(082692)
DATA\CLIENT\DC\RC\BROOKSTONE HILLS I-B AMDMT(010604)
DATA\CLIENT\DC\RC\BROOKSTONE LAKES IIIA 112404 AMD(121504)
RM2955

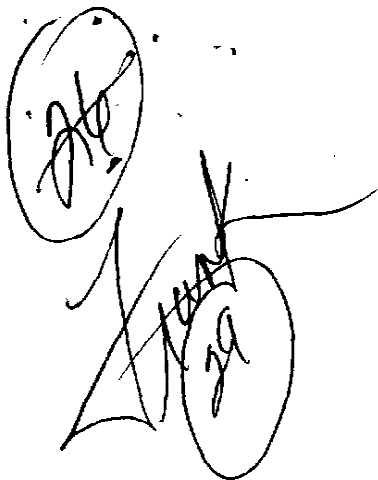


121704
NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Joanie W. King

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Medrick M. Pharr
Register of Deeds for Onslow County
Deputy/Assistant-Register of Deeds

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



Doc ID: 000466760005 Type: CRP
Recorded: 02/16/2005 at 10:11:32 AM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Mildred M Thomas Register of Deeds

BK **2394** PG **739-743**

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



Doc ID: 000474770006 Type: CRP
Recorded: 02/23/2005 at 11:39:40 AM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Mildred M Thomas Register of Deeds

BK **2398** PG **66-71**

Index in the Grantor Index:

Brookstone Subdivision
Brookstone Lakes Section III-A
Debby Crayton, Inc.
Brookstone Community Services Association, Inc.
Brookstone Architectural Control Committee

NORTH CAROLINA
ONslow COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
BROOKSTONE

(Including Provisions for Offsite Wastewater Treatment)

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF BROOKSTONE, made this the 16th day of February, 2005 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, amended in Book 2062, Page 229; amended in Book 2133, Page 218; amended in Book 2188, Page 459; amended in Book 2274, Page 713; amended in Book 2327, Page 54; amended in Book 2327, Page 59 and re-recorded in Book 2333, Page 69, 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 LAKES III-A;

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as BROOKSTONE LAKES III-A, 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 LAKES III-A, 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. **EASEMENTS FOR SEPTIC TANKS SYSTEMS AND FOR REPAIRS AREAS:** Lots 172 and 173 have been determined to be potentially unsuitable or unsuitable for septic tank sewage disposal or for inclusion of a repair area. Declarant has, therefore, determined that it is in its best interest to utilize off site drainage fields on Lots 172 and 173. The plans and specifications for said off-site, low pressure system have been approved by the Onslow County Health Department. This Declaration is entered into in order to provide the necessary easements for said system, and to provide for the maintenance and repair of the systems. The terms and conditions of the easements, rights and obligations of owners of Lots 172 and 173 are as follows:

A. **Easement - For benefit of Lot 172:** There shall be an easement for the benefit of Lot 172 for the purposes of installation, maintenance and repair of septic tanks, pumps and lines, over real property described as follows: Being all of that property shown and designated as "Temporary Pump Off Septic Repair Area Easement for Lot 172" being located on Lot 168, together with all streets and access easements as shown on said plat entitled, "Section III-A BROOKSTONE LAKES" as recorded in Map Book 47, Page 130, Onslow County Public Registry, and Book 47, Page 224

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B. Easement - For benefit of Lot 173. There shall be an easement for the benefit of Lot 173 for the purposes of installation, maintenance and repair of septic tanks, pumps and lines, over real property described as follows: Being all of that property shown and designated as "Temporary Pump Off Septic Repair Area Easement for Lot 173" being located on Lot 168, together with all streets and access easements as shown on said plat entitled, "Section III-A BROOKSTONE LAKES" as recorded in Map Book 47, Page 130,*Onslow County Public Registry, and *Book 47, Page 224 

3. OWNERSHIP AND USE: The owners of Lots 172 and 173 shall have respective and perpetual (subject to termination as hereinafter provided) easements over Lot 168 as set out above for purposes of installation, maintenance and repair of pipes, lines and drain field in accordance with approved plans and specifications and all streets for the purposes of lines, together with access easements as shown on the plat. The aforesaid easements established herein shall terminate, as to each of Lots 172 and 173, ninety (90) days after the first date of availability, to said lots, of a public or private sewer system. Notwithstanding the existence of the easements, the owners of lots 172 and 173 shall be responsible for payment of ad valorem taxes on those portions of said lot upon which the easements exist until the date of termination as described in the preceding sentence.

4. PLANS AND SPECIFICATIONS: The plans and specifications for the aforesaid systems, and the operation and maintenance of the systems, are described or shown in operation permits on file with the office of the Environmental Health Division, Onslow County, Onslow County Courthouse, Jacksonville, NC 28540 All of the above-listed documents are hereby incorporated by reference.

5. INSTALLATION PER PLANS AND SPECIFICATIONS: The installation and maintenance of the septic systems shall be, at all times, in accordance with the documents listed above.

6. MAINTENANCE AND REPAIR RESPONSIBILITIES Maintenance and repair of the system which lies within the easement described herein, and maintenance of that easement area and any pipes running from the lot to the drainfield lot, and the cost and repair of electricity and pumps to be utilized by each lot, shall be the sole responsibility of the respective owners of Lots 172 and 173. It is the intention that maintenance of any improvements shall be the sole responsibility of the owners of that lot (172 and 173) which is benefitted by the described easement and system therein located.

7. AGREEMENT BINDING: The terms of this Declaration shall be binding upon, and shall inure to the benefit of, the owners of Lots 172, and 173, their heirs, executors, administrators, successors and assigns. The easements and obligations herein shall run with the said Lots 172 and 173, and shall be deemed transferred with the transfer of each said lot, whether or not specifically described in a deed therefor.

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EXHIBIT A

Being all of that property shown on plat entitled "SECTION III-A
BROOKSTONE LAKES", recorded in Map Book 47, Page 130,
Onslow County Registry.

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8. **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, amended in Book 2062, Page 229; amended in Book 2133, Page 218; amended in Book 2188, Page 459; amended in Book 2274, Page 713; amended in Book 2327, Page 54; amended in Book 2327, Page 59 and re-recorded in Book 2333, Page 69, Onslow County Registry, are incorporated herein by reference. By the submission of BROOKSTONE LAKES III-A, 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

NORTH CAROLINA
ONslow COUNTY

I, a notary public, do hereby certify that DEBBY CRAYTON personally came before me this day and acknowledged that she is the President of DEBBY CRAYTON, INC., a corporation, and that she as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal this the 16th day of February, 2005.

Joanie W. King
Notary Public

My commission expires: 5-24-08

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DATA\CLIENT\DC\RC\BROOKSTONE HILLS I-B AMDMT(010604)
DATA\CLIENT\DC\RC\BROOKSTONE LAKES IIIA 112404 AMD(121504)
RM2955

NOTARY PUBLIC
NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Joanie W. King

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Mildred M. Thomas Register of Deeds for Onslow County
Deputy/Assistant-Register of Deeds

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