

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 16th day of FEBRUARY, 2005 and recorded on the 16th day of FEBRUARY, 2005, in Book 2394, Page 739, 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: TO ADD RECORDING INFORMATION OF PLAT IN BOOK 47, PAGE 224 TO INCLUDE EASEMENT.

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

This the 17th day of FEBRUARY, 2005.

PARTIES:

_____(SEAL)

_____(SEAL)

ATTORNEY:

FRANK W. ERWIN

DATA\RE\GENREAL\CORRECT.FRM(082592)
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RM2955

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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Doc ID: 000634250005 Type: CRP
Recorded: 07/07/2005 at 01:51:47 PM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Mildred M Thomas Register of Deeds

BK 2477 PG 784-788

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

Index in the Grantor Index:

Brookstone Subdivision
Brookstone Corners and Brookstone Hall
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 7th day of July, 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 recorded in Book 1954, Page 450; and amended in Book 2062, Page 229; Book 2133, Page 218; Book 2188, Page 459; and 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, Onslow County Registry;

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 CORNERS and BROOKSTONE HALL; and

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as BROOKSTONE CORNERS and BROOKSTONE HALL, 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 CORNERS and BROOKSTONE HALL, 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 040813, 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 of North Carolina, Division of Water Quality.

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

(a) The maximum allowable built-upon area per lot is 8,424 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, slate 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 of surface waters.

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. PETS - APPLICABLE TO EXHIBIT A PROPERTY ONLY: 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 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 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.

Pets must be carried in arms or on a leash when taken in and out of the building. 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.

EXHIBIT A

Being all of that property shown on plat entitled "FINAL PLAT BROOKSTONE HALL", recorded in Map Book 48, Page 79, Onslow County Registry and on plat entitled "FINAL PLAT BROOKSTONE CORNERS", recorded in Map Book 48, Page 81, Onslow County Registry.

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

4. **INCORPORATION BY REFERENCE:** All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration 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, Onslow County Registry are incorporated herein by reference. By the submission of BROOKSTONE CORNERS and BROOKSTONE HALL, 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 7th day of July, 2005.

Deborah J. Hemby
Notary Public

My commission expires: 9-19-2005

DEBORAH J. HEMBY
NOTARY PUBLIC
ONslow COUNTY, N.C.
MY COMM. EXPIRES 9-19-2005

DATA\RE\RESCOV\PUDAMDMT.FRM(082692)
DATA\CLIENT\DC\RC\BROOKSTONE HILLS I-B AMDMT(010604)
DATA\CLIENT\DC\RC\BROOKSTONE CROSSING RC AMDMT(051304)
DATA\CLIENT\DC\RC\BROOKSTONE CORNERS HALL RC AMDMT(072604)REV032905dh033005\050305dh
RM2955 062205dh\062805

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
The foregoing certificate(s) of

Deborah J. Hemby

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

\$26
Erwin.



Doc ID: 000807380005 Type: CRP
Recorded: 11/17/2005 at 04:28:35 PM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Mildred M Thomas Register of Deeds

BK 2557 PG 68-72

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

Index in the Grantor Index:

Brookstone Subdivision

Brookstone Hall 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 3rd day of ~~OCTOBER~~^{November}, 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 recorded in Book 1954, Page 450; and amended in Book 2062, Page 229; Book 2133, Page 218; Book 2188, Page 459; and 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, and Book 2477, Page 784, Onslow County Registry;

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

John

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 HALL SECTION II; and

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as BROOKSTONE HALL 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 HALL 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.

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 040813, 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 of North Carolina, Division of Water Quality.

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

(a) The maximum allowable built-upon area per lot is 8,424 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, slate 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 of surface waters.

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. PETS - APPLICABLE TO EXHIBIT A PROPERTY ONLY: 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 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 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.

Pets must be carried in arms or on a leash when taken in and out of the building. 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.

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 "FINAL PLAT
BROOKSTONE HALL SECTION II", recorded in Map Book 49,
Page 126, Onslow County Registry.

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

4. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration 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, and Book 2477, Page 784, Onslow County Registry are incorporated herein by reference. By the submission of BROOKSTONE HALL 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.

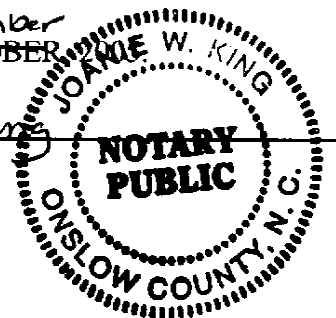
By: *Debbie Crayton, Pres.*
DEBBY CRAYTON, President

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 3rd day of ^{November} ~~OCTOBER~~
Joanne W. King
Notary Public

My commission expires: 5-24-08



DATA\RE\RESCOV\PUDAMDMT.FRM(082692)
DATA\CLIENT\DC\RC\BROOKSTONE HILLS I-B AMDMT(010604)
DATA\CLIENT\DC\RC\BROOKSTONE CROSSING RC AMDMT(051304)
DATA\CLIENT\DC\RC\BROOKSTONE CORNERS HALL RC AMDMT(072604)REV032905dh033005\050305dh
RM2955 062205dh\062805
K:\DC\RC\BROOKSTONE HALL SEC II RC AMDMT(101905)

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: \$26.00 Page 1 of 5
Onslow County, NC
Mildred M Thomas Register of Deeds

BK 2811 PG 727-731

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

Index in the Grantor Index:

Brookstone Subdivision

Brookstone Forest

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 JANUARY, 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, 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 BROOKSTONE FOREST.

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as BROOKSTONE FOREST, 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 FOREST, 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 060336, 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

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

(a) The maximum allowable built-upon area per lot is 7,867 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) Swales shall not be filled in, piped, or altered except as necessary to provide driveway crossings.

(c) Built-upon area in excess of the permitted amount requires a state stormwater management permit modification prior to construction.

(d) All permitted runoff from outparcels or future development shall be directed into the permitted stormwater control system. These connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the system as permitted.

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, Onslow County, are incorporated herein by reference. By the submission of BROOKSTONE FOREST, 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

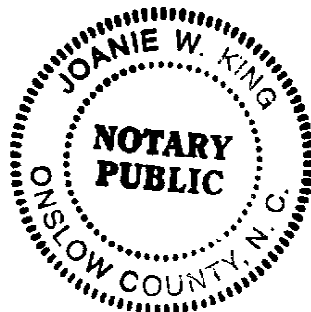
Onslow County
North Carolina

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: 1-30-07

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

DATA\RE\RESCOV\PUDAMDMT.FRM(082692)
K:\DC\RC\BROOKSTONE AMDMT-FLAKES IB(092806)102606110706
K:\DC\RC\BROOKSTONE FOREST AMDMT(012607)
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 that property shown on plat entitled "FINAL PLAT
BROOKSTONE FOREST", recorded in Map Book 51, Page 157,
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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Doc ID: 002243610006 Type: CRP
Recorded: 01/31/2007 at 10:03:20 AM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Mildred M Thomas Register of Deeds

BK 2811 PG 732-737

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-C
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 JANUARY, 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; amended in Book 2557, Page 68, and Book 2811, Page 737, 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-C.

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

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(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; amended in Book 2557, Page 68, and Book 2811, Page 727, Onslow County, are incorporated herein by reference. By the submission of FOREST LAKES AT BROOKSTONE SECTION 1-C, 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

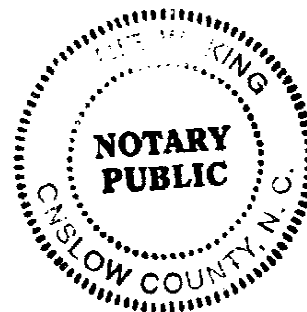
Date: 1-30-07

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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EXHIBIT A

Being all of that property shown on plat entitled "FINAL PLAT
FOREST LAKES AT BROOKSTONE SECTION I-C", recorded in
Map Book 52, Page 93, Onslow County Registry.

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