
Doc ID: 004436850007 Type: CRP
Recorded: 06/24/2008 at 11:46:22 AM
Fee Amt: \$32.00 Page 1 of 7
Onslow County, NC
Maryland K. Washington Reg. of Deed
BK **3086** PG **772-778**

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

Index in the Grantor Index:

Brookstone Subdivision

Lands End at 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 30th day of MAY, 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; Book 2930, Page 673; Book 3058, Page 746, 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

EXHIBIT A


Being all of those numbered lots as shown on plat entitled "FINAL PLAT LANDS END AT BROOKSTONE SECTION II", recorded in Map Book 55, Page 132, Onslow County Registry.

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



Doc ID: 006975960006 Type: CRP
Recorded: 10/29/2008 at 11:07:34 AM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Maryland K. Washington Reg. of Deeds

BK **3142** PG **208-213**

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 III

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 28th day of OCTOBER, 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; Book 2930, Page 673; Book 3058, Page 746, and Book 3086, Page 772, 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 III.

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

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

(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> |
|--------------|-----------------|--------------------------------|
| 277 | 21192.19 S.F. | 6,000 square feet |
| 278 | 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 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.

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

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, Book 3058, Page 746, and Book 3086, Page 772. Onslow County Registry, are incorporated herein by reference. By the submission of BROOKSTONE POINTE SECTION III, 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

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.

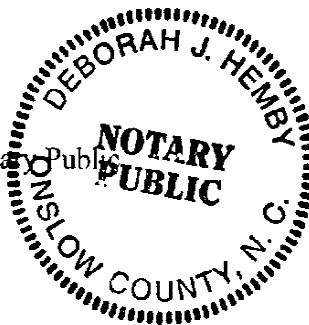
Date: 10-28-2008

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby, Notary Public
(Notary's printed or typed name)

(Official Seal)

My commission expires: 9-19-2010



DATA\RE\RESCOV\PUDAMDMT.FRM(082692)
K:\DCI\RC\BROOKSTONE AMDMT-FLAKES IB(092806)102606110706
K:\DCI\RC\BROOKSTONE POINTE SECI AMD(072507) REV FWE 080107\080707
K:\DCI\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 III", recorded in Map
Book 56, Page 228, Onslow County Registry.

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

JK

7
Frank


Doc ID: 007801490007 Type: CRP
Kind: RESTRICTIVE COVENANT
Recorded: 01/05/2010 at 10:45:49 AM
Fee Amt: \$32.00 Page 1 of 7
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK **3344** PG **662-668**

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 IV
Debby Crayton, Inc.
Brookstone Community Services Association, Inc.
Brookstone Architectural Control Committee

NORTH CAROLINA

MODIFICATION AND SUBSTITUTION OF
AMENDMENT TO RESTRICTIVE
COVENANTS OF BROOKSTONE
(Book 3224, Page 719)

ONslow COUNTY

THIS MODIFICATION AND SUBSTITUTION OF ~~AMENDMENT TO~~ **AMENDMENT TO**
RESTRICTIVE COVENANTS OF BROOKSTONE, made this the 29th day of ~~OCTOBER~~ **DECEMBER**,
2009, 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; Book 2930, Page 673,

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

Book 3058, Page 746, Book 3086, Page 772 and Book 3142, Page 208, 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

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

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

WHEREAS, the Declarants wish to modify, amend and substitute the following restrictions in lieu of those set forth in Book 3224, Page 719, and any other restrictions in the chain of title to lands owned by Declarants and described above;

WHEREAS, the Declarant will convey the property described as BROOKSTONE POINTE SECTION IV, 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: 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 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.

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

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.

(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 set out and described on the attached Exhibit A-1.

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 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

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

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, Book 3058, Page 746, Book 3086, Page 772 and Book 3142, Page 208, Onslow County Registry, are incorporated herein by reference. By the submission of BROOKSTONE POINTE SECTION IV, 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

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.

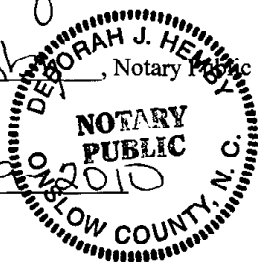
Date: 12-29-09

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby
(Notary's printed or typed name)

(Official Seal)

My commission expires: 9-19-2010



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)
K:\DC\RC\BROOKSTONE POINTE SECIV AMD rev092909\rev100109
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 that plat entitled
"FINAL PLAT BROOKSTONE POINTE SECTION IV" recorded
in Map Book 57, Page 174, Onslow County Registry.

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

6

EXHIBIT A-1

| Lot # | Area (SF) | BUA | | | |
|-------|-----------|-------|-------|----------|--------|
| 234 | 58588.54 | 15660 | 275 | 21062.71 | 6000 |
| 235 | 44388.76 | 11400 | 276 | 20441.75 | 6000 |
| 236 | 36746.54 | 10000 | 277 | 21192.19 | 6000 |
| 237 | 41484.35 | 11400 | 278 | 19000 | 6000 |
| 238 | 33081.51 | 7500 | 279 | 19000 | 6000 |
| 239 | 31108.36 | 7500 | 280 | 25904.36 | 6000 |
| 240 | 29135.21 | 7500 | 281 | 25420.14 | 6000 |
| 241 | 27162.06 | 7500 | 282 | 20785.85 | 6000 |
| 242 | 26605.41 | 7500 | 283 | 21177.14 | 6000 |
| 243 | 26713.78 | 7500 | 284 | 23573.69 | 6000 |
| 244 | 34027.7 | 10000 | 285 | 21218.9 | 6000 |
| 245 | 82773.38 | 22040 | 286 | 19090.31 | 6000 |
| 246 | 111861.68 | 27185 | 287 | 25845.59 | 6000 |
| 247 | 25139.05 | 6000 | 288 | 36410 | 10000 |
| 248 | 19975.58 | 6000 | 289 | 26429.29 | 7500 |
| 249 | 49464.6 | 13220 | 290 | 27848.51 | 7500 |
| 250 | 39581.9 | 11400 | 291 | 23876.95 | 6000 |
| 251 | 44852.22 | 11400 | 292 | 22228.35 | 6000 |
| 252 | 44111.56 | 11400 | 293 | 20180.3 | 6000 |
| 253 | 27358.24 | 7500 | 294 | 22658.64 | 6000 |
| 254 | 72216.37 | 19260 | 295 | 56668.35 | 15080 |
| 255 | 122532.83 | 29853 | 296 | 71365.9 | 18790 |
| 256 | 40441.42 | 11400 | 297 | 36697.3 | 10000 |
| 257 | 48982.47 | 13110 | 298 | 36200.68 | 10000 |
| 258 | 49632.93 | 13110 | 299 | 71907.4 | 19140 |
| 259 | 32686.83 | 11400 | 300 | 31438.22 | 7500 |
| 260 | 39736.08 | 11400 | 301 | 29209.91 | 7500 |
| 261 | 25368.35 | 6000 | 302 | 27855.82 | 7500 |
| 262 | 25713.11 | 6000 | 303 | 42283.43 | 11400 |
| 263 | 29613.15 | 7500 | TOTAL | | 671368 |
| 264 | 38006.33 | 11400 | | | |
| 265 | 53240.39 | 13920 | | | |
| 266 | 31970.38 | 10000 | | | |
| 267 | 29749.57 | 7500 | | | |
| 268 | 35436.51 | 10000 | | | |
| 269 | 19019.13 | 6000 | | | |
| 270 | 21828.56 | 6000 | | | |
| 271 | 23318.63 | 6000 | | | |
| 272 | 21547.57 | 6000 | | | |
| 273 | 19805.16 | 6000 | | | |
| 274 | 21371.75 | 6000 | | | |

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 LANDS END AT BROOKSTONE SECTION II.

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as LANDS END AT BROOKSTONE 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 LANDS END AT BROOKSTONE 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 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> |
|--------------|-----------------|--------------------------------|
| 263 | 29613.15 S.F. | 7,500 square feet |
| 264 | 38006.33 S.F. | 11,400 square feet |
| 265 | 53240.39 S.F. | 13,920 square feet |
| 266 | 31970.38 S.F. | 10,000 square feet |
| 285 | 21218.9 S.F. | 6,000 square feet |
| 286 | 19090.31 S.F. | 6,000 square feet |
| 287 | 25845.59 S.F. | 6,000 square feet |
| 288 | 36410 S.F. | 10,000 square feet |
| 289 | 26429.29 S.F. | 7,500 square feet |
| 295 | 56668.35 S.F. | 15,080 square feet |
| 296 | 71365.9 S.F. | 18,790 square feet |
| 297 | 36697.3 S.F. | 10,000 square feet |
| 298 | 36200.68 S.F. | 10,000 square feet |
| 299 | 71907.4 S.F. | 19,140 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.

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

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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. 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 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; Book 3058, Page 746, Onslow County Registry, are incorporated herein by reference. By the submission of LANDS END AT BROOKSTONE 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: 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

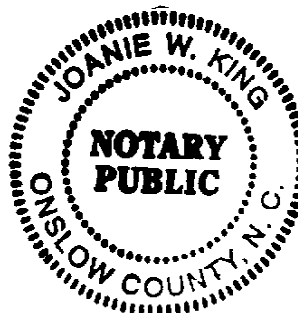
Date: 5-30-08

Joanie W. King
(Official Signature of Notary)

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

(Official Seal)

My commission expires: 5-24-13



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