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HOKE COUNTY
ONNIE DUDLEY
REGISTER OF DEEDS

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BOOK 00765
START PAGE 0034
END PAGE 0036
INSTRUMENT # 04320

SECOND AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS FOR
BROWNSTONE FARMS

Prepared by and return to Richard M. Lewis, Jr., P.O. Drawer 1358, Fayetteville, NC 28302

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS AND EASEMENTS FOR BROWNSTONE FARMS is made this 6th day of
June, 2007, by BROWNSTONE FARMS, LLC, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the original maker and declarant of the Declaration of
Restrictive Covenants and Easements for Brownstone Farms recorded in Book 742, Page 934, of
the Hoke County, North Carolina, Registry (the "Declaration"); and

WHEREAS, the Declaration provides that it may be amended at any time by Declarant
during the period of Declarant Control; and

NOW, THEREFORE, Declarant does hereby amend Article IX, Section 3 of the
Declaration by deleting said Section 3 in its entirety and substituting the following in lieu
thereof:

Section 3. The initial annual assessment for Common Expenses shall be in an amount not
to exceed \$240.00 based on the calendar year. Such annual assessment for each Lot shall

commence on January 1, 2008. All Lots for which the deeds thereto were recorded prior to the date and time of the recording of this Second Amendment of Restrictive Covenants shall pay an annual assessment for the calendar year 2008 in the amount of \$25.00, the amount of the original annual assessment. All Lots for which the deeds thereto were recorded after to the date and time of the recording of this Second Amendment of Restrictive Covenants shall pay an annual assessment for the calendar year 2008 in the amount of \$240.00. Thereafter, the Board of Directors shall fix the annual assessment. Commencing with the first sale of a Lot within the Property with a completed residence thereon, each Lot shall be assessed a one time or initial start-up fee of \$75.00 at the time of the closing.

This Amendment shall be construed under the laws, statutes and ordinances of such governmental authority having jurisdiction. The provisions hereof are independent covenants and should any provision or provisions contained in this Amendment be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect. The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by the parties hereto and by their respective successors and assigns.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be signed the day and year first above written.

BROWNSTONE FARMS, LLC

By:  (SEAL)

Name: Christopher K. Cates

Title: Member/Manager

NORTH CAROLINA
CUMBERLAND COUNTY

I certify that the following person(s) personally appeared before me this day and I have personal knowledge of the identity of the principal(s) or have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principals: Christopher E. Cates

Date: June 6, 2007



Notary Public

Elizabeth A. Smith

Printed or Typed Name of Notary Public

My commission expires: 11-18-08

