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STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
CAROLINA COLOURS
SIENNA WOODS-PHASE 2

THIS AMENDMENT TO PROTECTIVE COVENANTS, CAROLINA COLOURS, is dated for purposes of reference only this 14th day of April, 2005, and is submitted for recordation by Carolina Creek LLC, a North Carolina limited liability company (hereinafter "Declarant").

RECITALS:

Carolina Creek LLC has prepared a master development plan for a predominantly residential community named Carolina Colours, located in Craven County, City of New Bern, North Carolina. The development plan for Carolina Colours is set out in the Protective Covenants for Carolina Colours recorded in Book 2267, Pages 270 through 307, Craven County Registry ("Master Covenants"). Certain properties particularly described in the Master Covenants were subjected to its provisions upon its recordation. Declarant reserved the right, in Paragraph 2 of the Master Covenants, to subject described additional properties to the terms and conditions of the Master Covenants. Declarant further reserved the right to impose new or different development guidelines and restrictions on the additional properties made subject to the Master Covenants. The purpose of this Amendment to Protective Covenants ("Amendment") is to subject additional properties more fully described hereinafter to the terms and conditions of the Master Covenants, and to specify particular restrictions and easements applicable to the properties hereby annexed.

Therefore, the Master Covenants are hereby amended as follows:

1. Annexed Properties. The provisions of the Master Covenants shall apply fully to all of the property as shown on that plat of Carolina Colours, Phase 2, including, without limitation, Lots 57 through 93, as well as all rights-of-way and other

properties platted thereon, said plat being recorded in Plat Cabinet H, Slides 20-C,20-D and 20-E, Craven County Registry. Said plat shall herein be referred to as the "Plat." All ~~of the terms and~~ provisions of the Master Covenants shall be fully binding and applicable to the property annexed by this Amendment, except as specifically modified by this Amendment. The Lots shown on the Plat shall be referred to herein as "Sienna Woods, Phase 2 Lots."

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2. Minimum Building Requirements. No primary residential Structure located on Lots 57 through 67 shall contain less than 2400 heated square feet. No primary residential Structure located on Lots 68 through 93 shall contain less than 2000 heated square feet. If any primary residential Structure contains more than one living floor, there must be a minimum of 1700 square feet of heated space on the first living floor. Heated space shall only include fully enclosed space heated by the primary central heating system utilized for the primary residential Structure.

3. Set-backs: The minimum building set-backs shall be the greater of the set-backs shown on the Plat, or the following:

- a) Front (street) set-back: 40 feet
- b) Side set-back: 15 feet
- c) Rear set-back: 30 feet

4. Impervious Surface Limitations: No more than 6,500 square feet of any Lot shall be covered by structures or impervious materials. Impervious materials include asphalt, gravel, concrete, brick, stone, slate or similar material but do not include wood decking or the water surface of swimming pools. Swales shall not be filled in, piped, or altered except as necessary to provide driveway crossings. This covenant is intended to insure ongoing compliance with North Carolina State management permits as issued by the Division of Water Quality and can not be modified or deleted without the consent of the State of North Carolina by issuance of a permit amendment. The State of North Carolina and the City of New Bern are specifically given the right, by specific performance, to enforce the limitations and restrictions contained in this paragraph 4 of this Amendment.

The Association is specifically required to maintain any storm water or "nitrogen reduction" collection, distribution or holding structures constructed in accordance with ordinances of, or permits issued by, the State of North Carolina and/or the City of New Bern, whether or not located on a Lot. The Association is also specifically directed to pay any inspection fees charged by the City of New Bern for inspection of such facilities and improvements. Each Lot Owner is responsible for and shall maintain all drainage swales located on his or her Lot in a sightly and functional condition.

The Association is further authorized and directed to maintain any landscaped road rights of way, including medians, that are within rights of way shown on the Plat, to the extent that these same are not maintained in a sightly condition by the Town of New Bern.

5. Riparian Buffer Lots: Lots 58, 59 and 60 are subject to riparian buffer rules imposed by the State of North Carolina, in areas shown on the Plat. The State of North Carolina has the right and authority to enforce these rules, which rules strictly limit the right to remove vegetation or construct structures within the area subject to riparian buffer rules.

6. Flood Zone: By law, the nine foot contour line is the determining point for the boundary between the X and the AE flood zone lines, as established by the Federal Emergency Management Agency (FEMA). The location of said lines as shown on the Plat is as reflected on the maps published by FEMA. Surveys have determined the location of said nine foot contour line as shown on the Plat to be in error, with the area of unrestricted building greater than as shown on said Plat on those Lots listed in this Paragraph 6. Amendments to the flood zone map have been requested by Declarant, and it is expected that such amendments will be approved by FEMA. These changes may effect the flood zone location on Lots 58, 59, 60, 61, 62, 63 and 64. Upon issuance of such amendments, said relocated line shall be effective for all regulatory purposes, in lieu of the line as shown on the Plat. Declarant reserves the right to amend the Plat to properly show the correct flood zone lines, if and when FEMA approves map amendments.

7. Rental Limitations: No rental of any home shall be allowed that is for a term of less than six months.

8. Telecommunication Services: Telecommunication services for Sienna Woods, Phase 2 Lots shall be identical to those services provided in Sienna Woods, Phase 1, as described in the Master Covenants. Sienna Woods, Phase 2 Lots shall also be encumbered by easements for Telecommunications as set out in the Master Covenants, and as described in that easement recorded in Book 2264, pages 2264, Craven County Registry.

9. Other Restrictions: Drainage Easements as shown on the Plat, other than the typical drainage easements described in paragraph 9.4 of the Protective Covenants, have been established in order to comply with certain restrictions regarding nitrogen reduction imposed by the City of New Bern and/or the State of North Carolina. Should such easements be utilized for drainage purposes, with or without drainage structures located therein, no Lot Owner shall interfere in any way with such easements or structures. Declarant reserves the right to abandon such easements if their use is not required to comply with governmental requirements.

Lots 73 and 74 adjoin a parcel of land shown on the Plat as "Lift Station." The Lift Station tract shall be conveyed to the City of New Bern, and the City of New Bern shall be responsible for maintenance of the waste water lift station located, or to be located, thereon. A planting easement five feet in width is reserved on lots 73 and 74 adjacent to the Lift Station tract. The Association reserves the right to plant and maintain a vegetated buffer on said easement, but has no obligation to do so.

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10. Definitions. All definitions contained in the Master Covenants are hereby incorporated within this Amendment by reference.

11. Survival. Except as specifically altered by this Amendment, all provisions of the Master Covenants, as the Master Covenants may have been previously amended, shall be fully applicable to all Sienna Woods, Phase 2 Lots, and the terms and conditions of the Master Covenants shall remain in full force and effect as to all Lots encumbered hereby and thereby.

IN WITNESS WHEREOF, the undersigned have executed this instrument under authority duly given as of the day and year first above written.

CAROLINA CREEK LLC

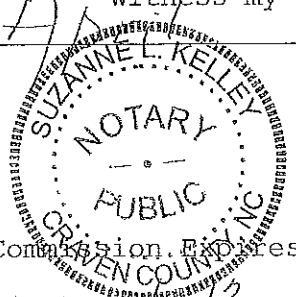
BY: [Signature] (SEAL)
Kenneth M. Kirkman, Manager

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Suzanne L. Kelley, a Notary Public of the aforesaid County and State, do hereby certify that KENNETH M. KIRKMAN, Manager of Carolina Creek LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 14 day of April, 2005.



[Signature]
Notary Public

My Commission Expires:
August 13, 2008

State of North Carolina, Craven County
The foregoing certificate(s) of Suzanne L. Kelley

is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, NC in Book 2996 Page 56.
This 14 day of April, A.D., 2005 at 3:40 o'clock PM.
Betsy Thomas
Register of Deeds Asst./Deputy Register of Deeds