



Image ID: 000001018004 Type: CRP
Recorded: 08/11/2006 at 04:41:33 PM
Fee Amt: \$26.00 Page 1 of 5
Craven, NC
Sherril B. Richard Register of Deeds

BK 2494 PG 528

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
CAROLINA COLOURS
FOREST REACH

THIS AMENDMENT TO PROTECTIVE COVENANTS, CAROLINA COLOURS, is dated for purposes of reference only this 11th day of August, 2006, 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 Forest Reach, including, without limitation, Lots 1 through 33, as well as all rights-of-way and other properties described thereon, said plat being recorded in Plat Cabinet H, Slides 72A, 72B and 72C, Craven County Registry. Said plat shall herein be referred to as the "Plat." All of the terms and provisions of the Master Covenants, as previously amended, shall be fully binding and applicable to the property described on the Plat, except as specifically modified by this Amendment. The Lots shown on the Plat shall be referred to herein as "Forest Reach Lots."

2. Minimum Building Requirements. No primary residential Structure located on any Forest Reach Lot 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 1500 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.

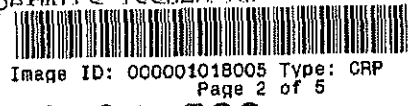
3. Set-backs: The minimum building set-backs shall be the greater of the set-backs shown on the Plat, or the following:

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

In addition, no clearing (including tree and vegetative matter removal) shall be allowed within 50 feet of Creekscape Crossing on lots 1 through 6 unless approved in advance by the Improvement Review Committee of the Association.

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 (whether roadside or in drainage easements) 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 stormwater 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 collection, distribution or holding structures constructed in accordance with ordinances of, or permits issued by the City of New Bern as relates to storm water discharge, and as relates to nitrogen reduction, w/



BK 2494 PG 529

facilities are located on Common Elements or on Lots, if such structures are not maintained by the City of New Bern. 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.

5. Flood Zone: There is shown on the Plat the boundary between the X and the AE flood zone lines, as established by the Federal Emergency Management Agency (FEMA), in accordance with the flood maps issued by FEMA. Actual field surveys indicate that in certain lots the location as shown on the flood maps is incorrectly located, and the proper line should be located along the "13 foot contour" line as shown on the Plat as to lots 11, 19, 20, 21, 29, 30 and 31. Amendments to the flood zone map have been requested by Declarant, and it is expected (but not guaranteed) that such amendments will be approved by FEMA. Upon issuance of such amendments, said relocated line shall be effective for all regulatory purposes, in lieu of the FEMA flood 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.

6. Riparian Buffer Lots: **Forest Reach** Lots 1 through 6, 9 through 11, 30 and 31 are subject to riparian buffer rules imposed by the State of North Carolina, in areas within the "50 foot buffer" 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. Areas designated on the Plat as "Wetlands" shall not be filled, nor shall structures be constructed therein.

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

8. 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 part in order to comply with certain restrictions regarding nitrogen reduction and/or stormwater management imposed by the City of New Bern and/or the State of North Carolina. No Lot Owner shall interfere in any way with the drainage within such easements or with drainage structures therein. Drainage swales located on a public right of way adjoining the boundary of a Lot shall be maintained (mowed) by the Owner of the adjoining Lot, and the Owner of a Lot burdened with a drainage swale within a drainage easement shall also maintain (mow) that portion of the swale and easement located on said Owner's Lot. The Owner of a Lot shall also be required to mow the area between said Owner's Lot and adjoining street pavement and/or sidewalks, regardless of whether or not said drainage swale. Declarant reserves the right to

Image ID: 000001018006 Type: CRP
Page 3 of 5
BK 2494 PG 530

easements if their use is not required to comply with governmental requirements or is not otherwise necessary for proper drainage. No private use of said easements or swales for drainage or other purposes, other than normal runoff from Lots, may be made by the Owner of any Lot without consent of the Association.

Lots 1 through 6 of **Forest Reach** shall be allowed driveway access directly from **Creekscape Crossing**. The location of the driveway connection shall be subject to the approval of the Improvement Review Committee of the Association. No other lots within **Forest Reach** shall be allowed such driveway access.

9. Telecommunications Services. **Forest Reach** shall be provided the same telecommunications services as are provided from time to time to Sienna Woods Lots, as more fully described in the Master Covenants, as the same are amended from time to time, and the cost of such services shall also be the same. The five foot private utility easement adjacent to the rights of way of **Creekscape Crossing, Leaf Court, Lichen Lane and Pine Needle Place** are for the exclusive use of the Telecommunications Provider as set out in the Master Covenants, and as referenced in paragraph 9.5 thereof.

10. Definitions. All definitions (capitalized words or phrases) 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, to the extent not limited therein to particular designated Lots, and as the same may have been previously amended from time to time, shall be fully applicable to all **Forest Reach Lots**, and the terms and conditions of the Master Covenants shall remain in full force and effect as to all Forest Reach Lots encumbered hereby and thereby.

SIGNATURES APPEAR ON NEXT PAGE



Image ID: 000001018007 Type: CRP
Page 4 of 5

BK 2494 PG 531

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 County and State aforesaid, certify that personally came before me this day Kenneth M. Kirkman and acknowledged that he is a Manager of Carolina Creek LLC, a limited liability company of the State of North Carolina, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him, under seal.

Witness my hand and official stamp or seal, this 11 day of August, 2006.

My Commission Expires:

Aug. 13, 2008

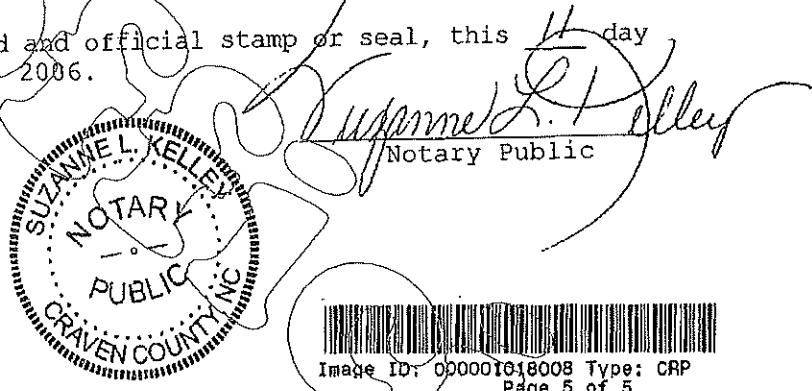


Image ID: 00001018008 Type: CRP
Page 5 of 5

BK 2494 PG 532

Forest Reach Covenants
cc/cov;
8/11/06

Filed for registration at 4:41 P M o'clock
This 11 20 06
Book 2494 Page 532
Michelle [Signature]
Register of Deeds Craven County
Sherri B. Richard