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 Craven, NC
 Becky Thompson Register of Deeds

BK **2430** PG **494**

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
CAROLINA COLOURS
INDIGO LAKES-PHASE 2

THIS AMENDMENT TO PROTECTIVE COVENANTS, CAROLINA COLOURS, is dated for purposes of reference only this 21ST day of MARCH, 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 Carolina Colours-**Indigo Lakes-Phase 2**, including, without limitation, Lots 24 through 50, as well as all rights-of-way and other properties platted thereon, said plat being recorded in Plat

Cabinet H, Slides 46A and 46B, 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 "**Indigo Lakes Phase 2 Lots.**"

2. Minimum Building Requirements. No primary residential Structure located on an **Indigo Lakes Phase 2 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 |

The side set-backs for lots 24, 49 and 50 are shown on the Plat are in excess of 15 feet. Such set-backs were so established because of the possibility that the requirements of the City of New Bern required such set-backs. Should the City of New Bern not require side set-backs on such lots in excess of 15 feet, the side set-backs for such lots shall be 15 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 (whether roadside or in drainage easements) shall not be filled in, piped, or altered except as necessary to provide driveway crossings. No filling in, piping or altering of any designated curb outlet swales or vegetated areas associated with the storm water conveyance system within the development is allowed. 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. Any other or further restrictions or limitations imposed by the Division of Water Quality of the State of North Carolina in any stormwater permit relating to **Indigo Lakes Phase 2 Lots** shall be and is hereby incorporated by reference.

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 and/or the State of North Carolina as relates to storm water management and discharge, and as relates to nitrogen reduction, whether or not said 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.

There is a 20 foot drainage easement shown on the Plat encumbering Lots 28 and 29, another encumbering Lots 46 and 47. These easements shall contain underground drainage piping which is to be maintained by the City of New Bern. The Lot Owner of the encumbered Lot shall take no action that could reasonably be expected to damage the piping. Grass may be planted within said easements, but no trees or other plants with extensive root systems shall be planted within such easements. Notwithstanding the maintenance obligations set out hereinbefore, the Owner of a Lot causing damage to the piping within an easement by improper use of the easement shall be responsible for the cost of repair of such damage.

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 the same are not maintained in a sightly condition by the City of New Bern.

5. Berm: **Indigo Lakes Phase 2** Lots 34 through 46 are adjacent to Common Element 2 as shown on the Plat. Declarant will construct on said Common Element a vegetated earthen berm to provide a buffer between such Lots and Wilcox Road. The Owner of each Lot shall be obligated to maintain the side of the berm facing his or her Lot in a sightly condition at all times, to include mowing. Said Owner may landscape the side of the berm that the Owner is to maintain, but must receive permission from the Association as to the landscaping plan. The side of the berm facing Wilcox Road shall be maintained by the Association.

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. Construction within the AE flood zones as depicted on the Plat are subject to limitations imposed by FEMA and the North Carolina Building Code, and construction therein, if allowed at all, may not be insurable.

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 **Indigo Lakes Phase 2 Lots** shall be identical to those services provided in Sienna Woods, Phase 1, as described in the Master Covenants. **Indigo Lakes 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 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 the adjoining street pavement or curb, regardless of whether or not such area contains a drainage swale. Declarant reserves the right to abandon drainage 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 adjoining Lots, may be made by the Owner of any Lot without consent of the Association.

All Common Elements as shown on the Plat shall be conveyed to the Association no later than December 31, 2007. The Association reserves the right to maintain all areas within the Common Elements adjacent to Waterscape Way, as shown on the Plat, and to establish the criteria for such maintenance. At the time of the recordation of the Plat, neither stormwater basin was constructed. It is therefore possible that the precise boundaries of one or both of the basins will vary slightly from the location as shown on the Plat. There is therefore reserved for the benefit of the Association an easement over all Lots adjoining the basins, 10 feet in width, for purposes of basin location and maintenance. Should there be any property between the basin and the adjoining homesite, the Owner of the adjacent homesite shall maintain such area in a slightly condition, and is hereby given an easement to go upon such property for such purpose, and for the purpose of accessing the basin.

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 **Indigo Lakes 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.



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CAROLINA CREEK LLC

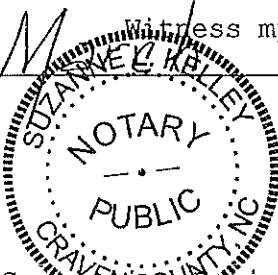
BY: *Kenneth I. Perego* (SEAL)
Kenneth I. Perego, Manager

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 I. PEREGOY, 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 21 day of March, 2008.



Suzanne L. Kelley
Notary Public

My Commission Expires:
Aug. 13, 2008

Filed for registration at 2:49 M o'clock
This March 21 20 08
Book 2430 Page 494
Michelle E. Scott
Register of Deeds Craven County
Becky Thompson