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 Craven, NC
 Sherri B. Richard Register of Deeds
 BK **2514** PG **115**

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
CAROLINA COLOURS
PERIWINKLE PLACE-REVISED

THIS AMENDMENT TO PROTECTIVE COVENANTS, CAROLINA COLOURS, Periwinkle Place-Revised is dated for purposes of reference only this 29th day of September, 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.

By Amendment to Protective Covenants-Carolina Colours-Periwinkle Place recorded in deed book 2411, page 85, Craven County Registry ("Periwinkle Covenants") Declarant annexed

*Kirkman PMB 342
 4915 Jarendell Street
 MHC NC*

certain property more particularly described therein, said property being referred to herein as Periwinkle Place. At the time of the annexation of the Periwinkle Place property, Declarant had entered into a contract with Ladcon for Ladcon to purchase all of Periwinkle Place, and for Ladcon to construct thereon certain pre-designed cottage homes for sale to third parties. In accordance with said contract with Ladcon, Declarant conveyed to Ladcon lots 8, 9 and 10 of Periwinkle Place. Declarant and Ladcon have mutually agreed to terminate the contract of sale whereby Ladcon agreed to purchase the Periwinkle Place properties, and the parties have further agreed that cottage homes will not be required to be constructed on Periwinkle Place properties. Ladcon has reconveyed to Declarant the Lots previously acquired from Declarant herein, to allow Declarant to replat Periwinkle Place as more fully described herein.

Therefore, the Periwinkle Covenants are hereby amended and fully superseded by this Revision as follows:

1. Annexed Properties. The provisions of the Master Covenants shall apply fully to all of the property as shown on that final plat (revised) of **Carolina Colours-Periwinkle Place**, including, without limitation, Lots 1 through 16, as well as all rights-of-way and other properties described thereon, said plat being recorded in Plat Cabinet H, Slides 76E and 76F, Craven County Registry. Said plat shall herein be referred to as the "Revised 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 Revised Plat, except as specifically modified by this Amendment. The Lots shown on the Plat shall be referred to herein as "**Periwinkle Place** Lots." The Revised Plat shall suceede an replace fully and completely the initially recorded plat of **Periwinkle Place** recorded in Plat Cabinet H, Slides 27-C and 27-D.

2. Minimum Building Requirements. No primary residential Structure located on any **Periwinkle Place** 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 |





4. Impervious Surface Limitations: square feet of any Lot shall be covered impervious materials. Impervious materials gravel, concrete, brick, stone, slate or similar materials 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 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.

5. Flood Zone: All land within each Lot (other than land within the Riparian Buffer) is within the unrestricted AE Flood Zone as established by FEMA.

6. Riparian Buffer Lots: **Periwinkle Place** Lots 3,4, 12, 13 and 14 are subject to riparian buffer rules imposed by the State of North Carolina, in areas within the "50 foot riparian buffer" shown on the Plat. The State of North Carolina has the right and authority to enforce these buffer 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 **Periwinkle Place** 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 such easements or with drainage structures th swales located on a public right of way adjoining a Lot shall be maintained (mowed) by the Owner 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 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 Lots, may be made by the Owner of any Lot without consent of the Association.

9. Telecommunications Services. **Periwinkle Place** 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 **Periwinkle Place** and **Waterscape Way** 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 **Periwinkle Place** 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.

12. Golf Course Lots. Lots 4 through 12 shall be considered Lots fronting the Carolina Colours golf course under Article 7 of the Master Covenants.

13. Common Elements. Declarant shall convey Common Elements 1 and 2 to the Association, and the Association shall maintain both Common Elements. The primary purpose of the Common Elements is to provide a buffer between **Waterscape Way** and the **Periwinkle Place** Lots, for the benefit of owners of Lots within Periwinkle Place and to enhance the aesthetic appeal along Waterscape Way. Therefore, while the Association, in its absolute discretion, may determine the standard of maintain to utilize in maintaining the Common Elements, no active

recreational use or substantial Structures shall be permitted within the Common Elements. However, passive uses, such as, but not limited to, trails, sidewalks, park benches and shade providing structures may, but need not, be placed within the Common Elements. The conveyance of the Common Elements to the Association may be made at any time following recordation of this Amendment to Protective Covenants, but must be made on or before December 31, 2007.

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

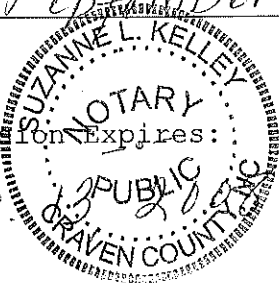
COUNTY OF CRAVEN

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 29th day of September, 2006.

My Commission Expires:

Aug. 2008



[Signature]
Notary Public

Filed for registration at 11:34 M o'clock
This Sept 29 2006
Book 2514 Page 115
Charlene Weaver Deputy
Register of Deeds Craven County
Sherri B. Richard

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