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Book **2363** Page **913**

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STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
CAROLINA COLOURS
SIENNA WOODS PHASE 4

THIS AMENDMENT TO PROTECTIVE COVENANTS, CAROLINA COLOURS, is dated for purposes of reference only this 3rd day of October, 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, **Sienna Woods Phase 4**, including, without limitation, Lots 94 through 104, as well as all rights-of-way and

other properties platted thereon, said plat being recorded in Plat Cabinet H, Slides 37-A and 37-B, 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 4 Lots."

2. Minimum Building Requirements. No primary residential Structure located on **Sienna Woods Phase 4** Lots 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: 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 **Sienna Woods Phase 4** 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 drainage easement shown on the Plat encumbering Lots 100, 101 and 102. This easement is provided, in part, to assist with golf course drainage. Seller shall cause an underground drainage pipe to be installed within said easement, and covered. Said pipe shall be maintained by the owner of the golf course, and said owner shall have the right to go upon such easement for purposes of maintenance and repair of the pipe within such easement. The Owner of Lots 101 and 102 may construct a driveway across said easement, but shall construct no other permanent structures within said easement. The Owner of Lot 100 shall construct no structures other than pedestrian or aesthetic structures within said easement. Grass may be planted within said easement, but no trees or other plants with extensive root systems shall be planted within such easement. 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 slightly condition by the City of New Bern.

5. Riparian Buffer Lots: **Sienna Woods-Phase 4** Lots 102, 103 and 104 are subject to riparian buffer rules imposed by the State of North Carolina, in areas shown as within the "50 foot buffer" denoted on the Plat (the "Riparian Buffer" as described in the Master Covenants. 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. In addition to other restrictions regarding use of the Riparian Buffer contained in the Master Covenants and in the stormwater permit to which the Celadon Lots are subject, no roof drains shall discharge therein, and the Riparian Buffer must remain vegetated. Areas designated on the Plat as "Wetlands" shall not be filled, nor shall structures be constructed thereon.

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. **Book 2365, Page 916**

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 4 Lots shall be identical to those services provided in Sienna Woods, Phase 1, as described in the Master Covenants. **Sienna Woods Phase 4** 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 part 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. 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.

The Association reserves the right to maintain all areas within the Common Element buffer adjacent to Waterscape Way, as shown on the Plat, and to establish the criteria for such maintenance.

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 4** Lots, and the terms and

conditions of the Master Covenants shall remain in full force and effect as to all Lots encumbered hereby and there

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

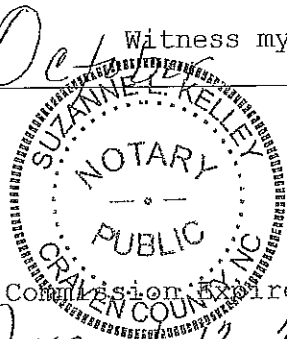
BY: [Signature] (SEAL)
Kenneth M. Kirkman, Manager

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 3 day of October, 2005.



[Signature]
Notary Public

My Commission Expires:

August 13, 2008

Sienna Woods Phase 4 Covenants
9/26/05
word/carolina colours/cc

Oct 10:10 AM
2363-917
Becky Thompson By: [Signature]
Register of Deeds Craven County
Becky Thompson