

PSHOW 8.
To Ken Kirkman
503 W. Thurman Rd
New Bern, NC 28562
STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

PROTECTIVE COVENANT AMENDMENT
CAROLINA COLOURS
VERDANT

THIS AMENDMENT TO PROTECTIVE COVENANTS, CAROLINA COLOURS, is dated for purposes of reference only this 13th day of November, 2019, and is submitted for recordation by OVERLOOK HOLDINGS LLC, a North Carolina limited liability company (hereinafter "Declarant").

RECITALS:

Carolina Colours is a predominantly residential community 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, as amended ("Master Covenants"). Certain properties particularly described in the Master Covenants were subjected to its provisions upon its recordation. Carolina Creek LLC, the initial Declarant, reserved the right, for itself and its successors in interest, in Paragraph 2 of the Master Covenants, to subject described additional properties to the terms and conditions of the Master Covenants. Carolina Creek LLC further reserved the right to impose new or different development guidelines and restrictions on the additional properties made subject to the Master Covenants. Overlook Holdings LLC has been assigned by Carolina Creek LLC all rights as Declarant, including the right to amend 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 **Verdant at Carolina Colours**, said plat being recorded in Plat Cabinet I, Slides 151-A through F, 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 "**Verdant Lots.**"

2. Minimum Building Requirements. No primary residential Structure located on any **Verdant Lot** shall contain less than 2,000 heated square feet. If any primary residential Structure contains more than one living floor, there must be a minimum of 1,400 square feet of heated space on the first living floor, with a total of 2,000 square feet total. Heated space shall only include fully enclosed space heated by the primary central heating system utilized for the residential Structure.

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

- a) Front (street) setback: 35 feet (25' lot 58)
- b) Side setback: 12 feet (10' lots 59-64)
(8' lot 58)
- c) Rear setback: 25 feet

4. Impervious Surface Limitations: The maximum amount of impervious coverage (built upon area) of each **Verdant Lot** is as follows: 4,200 square feet for lot 58; 6,200 square feet for lots 59-71 and 6,700 square feet for lots 1-30. Impervious materials include structures, asphalt, concrete, brick, stone, slate, coquina or similar material, (including any such materials used on driveways or parking

areas) but do not include raised, open wood decking or the water surface of swimming pools. The following restrictions are required by NC Stormwater Management Permits Numbered SW7170810 and SW7070910:

1. These covenants run with the land and are binding on all persons and parties having ownership or control over any portion of them.
2. These stormwater covenants may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Energy, Mineral and Land Resources (the "Divisions").
3. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division.
4. The allowed built-upon area as set out above includes all areas within the Lot property boundaries and that portion of the right of way between the front Lot line and the edge of adjoining pavement.
5. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings is strictly prohibited by any person.
6. Each Lot will maintain a 50-foot-wide vegetated buffer between all impervious areas and surface waters (if any).
7. All roof drains will terminate at least 50 feet from the mean high-water mark (if applicable).
8. If permeable pavement credit is desired, the property owner must submit a request, with supporting documentation, to the permittee and receive approval prior to construction of the permeable pavement.
9. Any designated curb outlet swale must be maintained as shown on the approved plan or at a minimum of 100 feet long, with a 5:1 or flatter side slope; have a longitudinal slope no steeper than 5%; carry the flow from a 10 year storm in a non-erosive manner; maintain a dense vegetated cover; and be located in a dedicated common area or a recorded drainage easement.

This covenant is intended to ensure ongoing compliance with the North Carolina State stormwater management permit as issued by the Division for **Verdant** and cannot be modified or deleted without the consent of the State of North Carolina by issuance of a permit amendment or other approval. 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 stormwater collection, distribution or holding structures constructed in accordance with ordinances of, or permits issued by, the City of New Bern as relates to stormwater 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: There is shown on the Plat the boundary between the X and the AE flood zones, as established by the Federal Emergency Management Agency (FEMA), in accordance with the flood maps issued by FEMA. Special building restrictions may apply to construction within Flood Zone AE, which restrictions are established by law. The building inspector for the City of New Bern should be consulted to determine particular restrictions should an election be made to construct improvements within Flood Zone AE. To the extent that the location of any of such lines be corrected through a "LOMA" amendment approved by FEMA, such change shall be shown on a recorded amended plat for **Verdant**, and said amended plat, as to those Lots so impacted, shall be considered the Plat for all purposes herein.

6. Riparian Buffer Lots: **Verdant Lots 2 and 3** 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, without permits issued for such work by the State of North Carolina and/or the appropriate agencies of the Federal Government.

7. Rental Limitations: No rental of any home within **Verdant** shall be allowed that is for a term of less than six months except for rentals to a property owner within

Carolina Colours awaiting completion of a home under construction.

8. 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 Lot Owner of a Lot burdened with a drainage swale within a drainage easement on or adjacent to a street right of way (except as specified herein before) shall also maintain (mow) that portion of the swale and easement located on said Owner's Lot. The Lot Owner of a Lot shall also be required to mow the area between said Owner's Lot and any adjoining street pavement and/or sidewalks, regardless of whether or not such area contains a drainage swale. Declarant and the Association reserve the right to abandon drainage easements if their use is not required to comply with governmental requirements or are not otherwise necessary for proper drainage. No Lot Owner without consent of the Association may make private use of said easements or swales for drainage or other purposes, other than to accommodate normal runoff from his or her Lot. Construction of improvements on any Lot shall be sited so as to maintain the natural flow of stormwater to the maximum extent feasible. The Association, acting through its Improvement Review Committee shall consider this directive when reviewing plans but neither the Association nor the Committee shall have any liability for any stormwater runoff impacts resulting from approval of any Structure, as it is the responsibility of the owner of the Lot and the selected contractor to address this issue in the planning process.

9. Special Building Requirements and Limitations. Front loaded garages are only allowed if the Committee grants a variance from the general prohibition against front loaded garages as contained in the Master Covenants. A variance will only be granted by the Committee if it finds, in its sole discretion, that the size, shape or topographical condition of the Lot makes the use of a front-loaded garage the most practical design approach to use on a particular **Verdant Lot**.

The home on each **Verdant Lot** must have a finished floor elevation of at least 18 feet. This may be accomplished by fill or raised slab or a combination of both. If raised slab is utilized, there must be at least 24 inches of above grade foundation where the front entry is located, but not more than 40 inches.

The home constructed on lot 58 shall be allowed a front-loaded garage. All other homes must be served by a side, rear or courtyard garage, unless a variance is granted by the Improvement Review Committee of the Association.

10. Telecommunications Services. **Verdant Lots** 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. However, the Association has agreed to alter the monitored services plan for security set out in paragraph 7 of Exhibit B of the Master Covenants, so the provisions set out therein are no longer in effect. The five-foot private utility easement adjacent to the right of way of all street right of ways is for the use of the Association and its assigned Telecommunications Provider as set out in the Master Covenants, and as referenced in paragraph 9.5 thereof. The Association may change Telecommunications Providers from time to time, and may change the services to be provided by such Provider, as well as the compensation paid to it. If because of pricing or technology changes over time it is not believed by the Association to be feasible to continue to facilitate the provision of such services, the Association may, after reasonable prior notice to Lot Owners, discontinue bulk services, in which case each Lot Owner shall be responsible for contracting for the provision of desired services to his or her Lot.

11. Booster Pumps. **Verdant Lot 58** must, when a home is constructed thereon, have installed a "S.T.E.P." system for wastewater on said Lot (or the adjacent right of way). Under applicable City of New Bern policies the City will install the required pump and electrical control panel, and will maintain such components. The Lot Owner will be responsible for installing the required tank, and maintaining it, and for the electrical service. The Lot Owner should be certain the building contractor engaged by the Lot Owner for construction of the home is fully aware of the requirement for installation of a S.T.E.P. system. This system is required to provide sufficient flow to propel wastewater to the City of New Bern wastewater collection, conveyance and treatment facilities. The Lot Owner will be responsible for providing the electrical service to operate the pump.

12. Common Elements. There are 3 common properties, denoted Common Elements 1 and 2 and Lift Station Site denoted on the Plat. Declarant shall deed Common Elements 1 and 2 to the Carolina Colours Association, Inc. no later than December 31, 2020. The Lift Station Site shall be deeded to the City of New Bern.

13. Definitions. All definitions (capitalized words or phrases) contained in the Master Covenants are hereby incorporated within this Amendment by reference, except that any reference therein to Declarant shall mean Overlook Holdings LLC.

14. 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 **Verdant Lots** except as specifically modified herein and the terms and conditions of the Master Covenants shall remain in full force and effect as to all **Verdant 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.

SIGNATURES APPEAR ON FOLLOWING PAGE

Doc No: 10046349

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OVERLOOK HOLDINGS LLC

BY: *Kenneth Kirkman* (SEAL)
Kenneth Kirkman, V. President

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, *Suzanne Vincent*, a Notary Public of the County and State aforesaid, certify that personally came before me this day Kenneth Kirkman and acknowledged that he is a Vice President of OVERLOOK HOLDINGS 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 13th day of November, 2019.

Suzanne Vincent
Notary Public

My Commission Expires:

8/15/23

Verdant Covenants
cc/cov;
11/11/19

SUZANNE VINCENT
NOTARY PUBLIC
CRAVEN COUNTY, NC
My Commission Expires 8-15-2023

Doc No: 10046349

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