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CRAVEN County, North Carolina
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STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

Return to:
Kenneth Kirkman
503 W. Thurman Rd
New Bern, NC 28562

PROTECTIVE COVENANT AMENDMENT
CAROLINA COLOURS
WATERCREST

THIS AMENDMENT TO PROTECTIVE COVENANTS, CAROLINA COLOURS, is dated for purposes of reference only this 28th day of June, 2018, 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"). 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 certain additional properties to the terms and conditions of the Master Covenants by amendment thereto. 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 to annex additional properties. 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 Watercrest**, including, without limitation, Lots 1 through 18, as well as all rights-of-way, Common Elements and other properties, if any, described thereon, said plat being recorded in Plat Cabinet I, Slides 121 C and D, 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 "**Watercrest Lots.**"

2. Minimum Building Requirements. No primary residential Structure located on any **Watercrest Lot** shall contain less than 1700 heated square feet on the first living floor. 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 as shown on the Plat. The Lake Maintenance Easement as shown of the Plat shall extend from the toe of the Carolina Lake bank to line 10 feet landward from the top bank of Carolina Lake for those lots that front Carolina Lake. This Lake Maintenance Easement shall be for the use of the Declarant and the Association for purposes relating to the maintenance of Carolina Lake, as determined by such parties.

4. Impervious Surface Limitations: The maximum amount of impervious coverage (built upon area) within **Watercrest** is 78,408 square feet. Unless approved by the State of North Carolina and the Carolina Colours Association, Inc. the maximum amount on any **Watercrest Lot** shall be 4,356

square feet. If permission is granted to exceed that amount per Lot, the amount by which the allowed amount exceeds 4,356 square feet must be taken from the amount allowed or allowable on other lots within **Watercrest**. Impervious materials include asphalt, gravel, 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. Swales (whether roadside or in drainage easements) shall not be filled in, piped, or altered except that vegetated conveyances permitted with 3:1 slopes may be piped, but only as necessary to provide driveway crossings. No filling in, piping or altering of any curb outlet swale permitted with a 5:1 slope shall be allowed.

Each designated curb outlet swale or 100-foot vegetated area shown on the permitted plan must be maintained by the Association at a minimum of 100 feet long, with a minimum 5:1 side slope (or flatter), have a longitudinal slope no steeper than 5%, and be maintained with a dense vegetated cover so as to carry the flow from a 10-year storm in a non-erosive manner. Such swales must be located in a recorded drainage easement (by plat, deed or covenant). No Lot Owner shall take any action that adversely impacts these requirements.

This covenant is intended to insure ongoing compliance with the North Carolina State stormwater management permit as issued by the Division of Water Quality for **Watercrest Lots** and cannot be modified or deleted without the consent of the State of North Carolina. 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: As denoted in the notes on the Plat, all of **Watercrest** is in Flood Zone X, so no special flood zone building restrictions apply.

6. Community Building Controls: **Watercrest** is a "controlled building" neighborhood. Declarant has determined that all homes within it shall be aesthetically compatible in order to ensure a harmonious theme throughout. Therefore, until such time as Declarant delegates to the Improvement Review Committee of the Association the jurisdiction to approve new construction on **Watercrest Lots**, Declarant reserves unto itself the sole right of approval of new construction on such Lots. Declarant shall designate at least two Carolina Colours approved builders as the exclusive builders allowed to construct homes within the neighborhood. Each such approved builder shall have three house plans approved by Declarant available for selection by a Lot purchaser. Nothing shall restrict Declarant from changing approved builders or pre-approved plans in its discretion from time to time. No plans other than pre-approved plans may be constructed by any Lot owner, but nothing shall limit Declarant's right to approve additional plans from time to time.

Declarant has created, and will maintain, community building standards that all homes must adhere to. Approved community builders have been provided those standards and all pre-approved homes have been determined to meet those standards. One of the standards that has been adopted is a prohibition of the use of vinyl siding. All primary siding must be brick or a Hardie type material. Vinyl can be used as trim, but not as a primary siding.

Docks, piers or other structures that extend beyond the Lake Maintenance Easement are not allowed. Seating "platforms" in back yards may extend beyond the lake side property set-back line as shown on the Plat but may not extend into the Lake Maintenance Easement.

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

8. Other Requirements/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, as well as any grassed area on such lot between the top of the bank and the toe of the bank of Carolina Lake. The Lot Owner shall also be required to mow the area between said Owner's Lot and any adjoining street pavement and/or sidewalk, 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.

The ten-foot utility easement (10' U.E.) shown on the Plat is for the use of the City of New Bern and such other utilities as may be approved by Declarant or the Association and which do not interfere with the use thereof by the City.

The Postal Service now requires in all new subdivisions that mail delivery be to a central postage collection point for that subdivision. There will be a postal collection box installed on Common Element 3. Therefore, mail boxes and newspaper boxes are prohibited on or adjacent to any Lot.

9. Telecommunications Services. **Watercrest 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 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 the Provider. If because of pricing or technology changes over time it is not believed by the Association to be feasible to continue to contract for 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.

10. Common Elements. There are 3 common properties, denoted Common Elements 1, 2 and 3 on the Plat. Declarant shall deed all of the Common Elements to the Carolina Colours Association, Inc. no later than December 31, 2019. No structures (other than bench type structures) shall be constructed on Common Element 1 or 2. Common Element 3 may be improved from time to time to accommodate picnic areas or other passive recreational areas but no living unit shall be constructed thereon, the only vertical structures permitting being for bench or gazebo type seating areas.

11. 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.

12. 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 **Watercrest Lots**, and the terms and conditions of the Master Covenants shall remain in full force and effect as to all **Watercrest Lots** encumbered hereby and thereby.

SIGNATURE APPEARS ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned have executed this instrument under authority duly given as of the day and year first above written.

OVERLOOK HOLDINGS LLC

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

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 M. Kirkman and acknowledged that he is a Manager 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 28th day of June, 2018.

Suzanne Vincent
Notary Public

My Commission Expires:

Aug. 13, 2018



Watercrest Covenants
cc/cov;
6/28/18