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STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS  
CAROLINA COLOURS  
WATERLEAF

THIS AMENDMENT TO PROTECTIVE COVENANTS, CAROLINA COLOURS, is dated for purposes of reference only this 21st day of October, 2010, 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:

✓ 4431 Cobblestone Alley  
New Bern NC 28562

*BT*



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-Waterleaf**, including, without limitation, Lots 1 through 13, as well as all rights-of-way and other properties platted thereon, said plat being recorded in Plat Cabinet H, Slides 180 A and 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 "**Waterleaf Lots.**"

2. Minimum Building Requirements. No primary residential Structure located on a **Waterleaf Lot** shall contain less than 1800 heated square feet. If any primary residential Structure contains more than one living floor, there must be a minimum of 1400 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: 50 feet
- b) Side set-back: 10 feet
- c) Rear set-back: 40 feet

It is specifically understood and agreed that greater set-backs may be imposed by the Committee during the review and approval process for construction as required by the Covenants if greater set-backs are required to preserve and protect the view-lines or values of other properties within **Waterleaf**.

4. Impervious Surface Limitations: No more than 8,000 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 **Waterleaf 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.

5. Easements and Streets: There is a 10 foot drainage, utility and access easement shown on the Plat encumbering Lots 1 and 2. There is a drainage pipe within said easement, which is to be maintained by the City of New Bern. Grass may be planted within said easement by the Lot Owner, but no trees or other plants with extensive root systems shall be planted within such easement, and no use of the easement shall be allowed which would likely damage the piping, or restrict pedestrian utilization. The Association reserves the right (but not the obligation) to make use of the easement for property owner ingress and egress to Carolina Lake, and to make what ever improvements within the easement it deems necessary to do so.

In accordance with the Covenants, Section 9.7, there is reserved a 10 foot easement above the high water line of Carolina Lake for purposes of maintenance. No use may be made of such easement by the Lot Owner which would restrict such use. Any allowed improvements within such easement shall be constructed at the risk of the Lot Owner, should the Association need to utilize said easement for maintenance purposes.

The Association is further authorized and directed to maintain any landscaped road rights of way, including medians, which 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.

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). No allowed building area within **Waterleaf** is within the X flood zone.

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



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8. Telecommunication Services: Telecommunication services for **Waterleaf Lots** shall be identical to those services provided in Sienna Woods, Phase 1, as described in the Master Covenants. **Waterleaf 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, 2010. The Association shall maintain all areas within the Common Elements adjacent to Landscape Drive, as shown on the Plat, and shall establish the criteria for such maintenance, to include the maintenance of any vegetative or other sight buffers around the pump station located within Common Element 1.

10. Water's Edge Rules. The property boundary of each Lot that borders Carolina Lake is intended to run to the normal water line. To the extent that the normal water line varies over time, the owner of each such Lot is hereby granted an easement over any land lying between the property boundary of said Owner's Lot, and the water line of Carolina Lake, for the purpose of allowing the Owner of the Lot ingress and egress from the Lot to the Lake. The Owner of the Lot shall maintain (mow) such easement area to the same extent that areas adjacent to public streets must be maintained, as set out in paragraph 9.

As set out in the Covenants (Sections 5.4 and 5.5), the Association, as owner of Carolina Lake, has the right to control access to and use of Carolina Lake. The Association allows no bulkheading, docks, piers or other above ground structures to be constructed in or adjacent to Carolina Lake. However, as of the date of recordation of this Amendment the Association does allow kayaking or other small boat activity, as long as the water craft is not stored in the water overnight. Lot Owners are hereby specifically allowed, subject to approval of the Committee as to



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specific plans, to construct on or near grade Structures within the applicable set back for use in boat launching or as an overlook.

11. Definitions. All definitions contained in the Master Covenants are hereby incorporated within this Amendment by reference.

12. 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 **Waterleaf 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.

CAROLINA CREEK LLC

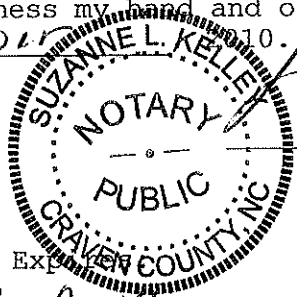
BY: [Signature] (SEAL)  
Kenneth M. Kirkman, Manager

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 22 day of October, 2010.



[Signature]  
Notary Public

My Commission Expires Aug 13, 2013

Waterleaf Covenants  
10/21/10  
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