


Book 569 PAGE 874 (7)

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**AMENDED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COLONIAL VILLIAGE SUBDIVISION**

Prepared By & Return To: A. Travis Ellis
PO Box 275, Edenton, NC 27932

See Exhibit "A" for PINS: 

THIS AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLONIAL VILLAGE SUBDIVISION, made this the 3rd day of May, 2023, by **Colonial Village Homeowners Association of Edenton**, a North Carolina Non-Profit Corporation;

WITNESSTH:

WHEREAS, on November 21, 2005, **COKE EDENTON PARTNERS, LLC**, a North Carolina Limited Liability Company, filed in Chowan County Registry, a Declaration of Protective Covenants, Conditions, and Restrictions for Colonial Village Subdivision as shown in Deed Book 348, Page 56 of the Chowan County Public Registry.

WHEREAS, this will serve as an Amendment to the Declaration of Protective Covenants, Conditions, and Restrictions for Colonial Village Subdivision.

WHEREAS, pursuant to Article 10.07. Amending or Rescinding, the Association reserved the right to modify or amend the Declaration.

WHEREAS, pursuant to Article 9.12. Building Restrictions., Subsection (a) "All residences will be required to be at least 1450 square feet of heated living area."

WHEREAS, the subdivision has experienced a decline in the total number of residences being constructed on the remaining lots located in the subdivision.

WHEREAS, it was brought to the Board's attention that a potential reduction in the required minimum square footage of the residences constructed on the remaining lots in the subdivision may entice growth or interest in the subdivision which would be beneficial to both the Association and the community.

WHEREAS, after proper notice having being provided pursuant to the terms of the Declaration of Protective Covenants, Conditions and Restrictions for Colonial Village

Subdivision, the annual meeting of the Association was held whereby a motion was made, voted upon and passed to change the minimum square footage requirement set forth in the previous covenants.

WHEREAS, the Association desires to amend Article 9.12, Subsection (a) to allow a reduction of square footage for ten (10) lots to the minimum of 1,250 square feet. Said reduction of square footage shall be limited to only ten (10) lots and the lots shall be scattered throughout Colonial Village Subdivision.

WHEREAS, the Association desires to further amend Article 9.12, Subsection (a) to allow all the remaining lots, after the designation of the ten (10) lots previously cited herein, a reduction of the minimum of 1,350 square feet.

WHEREAS, the change in the minimum square footage was voted, passed and approved by the members of the Association at the annual meeting on the condition or contingency that the settlement agreement entered between the Association and current developer for the payment of outstanding assessments which were presently owed by the current developer be paid in full prior to the effective date of this Amendment as well as within ten (10) days of possession by the new owner or developer, the current annual assessments owed to the Association shall be paid in full.

NOW, THEREFORE, under the provisions of Article 10.07 of the Declaration as recorded in Deed Book 348, Page 56 of the Chowan County Public Registry, the Colonial Village Homeowners Association of Edenton, and after the conditions voted upon and approved by the Association at the annual meeting having been met, the Declaration of Protective Covenants, Conditions and Restrictions of Colonial Village are hereby modified and amended as follows:

Building Restrictions. Except as herein stated, all Dwelling units within Colonial Village Subdivision must comply with the most current edition of the Colonial Village Architectural Code.

Amendment to Section 9.12(a). Section 9.12(a) of the Declaration of Protective Covenants, Conditions and Restrictions of Colonial Village is modified and amended to read as follows:

Except with respect to the Dwellings already constructed in Colonial Village Subdivision, each Dwelling or Residence constructed hereafter upon a lot located with the subdivision shall contain a minimum of 1,350 square feet subject to the limited exception that ten (10) lots and only ten (10) of the undeveloped lots at the time of the execution of this amendment shall be allowed to contain a minimum of 1,250 square feet. Said ten (10) lots shall be scattered throughout the remaining undeveloped lots in the subdivision and monitored by the Architectural Committee.

Amendment. This Amendment to the Declaration of Protective Covenants, Conditions and Restrictions of Colonial Village Subdivision may be amended by The Association provided such amendment does not materially alter the basic plan of development.

Cumulative Effect. All of the covenants, conditions and restrictions contained in this Amendment to Protective Covenants, Conditions and Restrictions of Colonial Village Subdivision shall encumber all remaining vacant lots in addition to those Covenants, Conditions and Restrictions contained in the initial Declaration. Wherever a specific Provision of this Amendment conflicts with specific provisions of the original Declaration, the provisions of this Amendment shall control and prevail.


Biding Effect and Duration. These Covenants, Conditions, and Restrictions set forth in this Amendment to Supplement & Amended Declaration shall run with the land set forth on Exhibit A attached (Colonial Village Subdivision) and shall be biding on all parties owning any portion of Colonial Village Subdivision, the heirs, successors and assigns, for the same period of time as the Declaration, including extensions thereof.

Enforcement. The Association, or any owner of a Lot within Colonial Village Subdivision shall have the right (but not the affirmative obligation) to enforce by proceedings at law or in equity all the Covenants, Conditions and Restrictions now or hereinafter imposed by this Amendment; however, the failure to do so shall not be deemed a wavier of the right to do so in the future. Furthermore, the Association and their agents and employees, has the right to enter upon any Lot in the Colonial Village Subdivision for inspection.

IN WITNESS WHEREOF, this Amendment to the Protective Covenants, Conditions and Restrictions of Edenton Colonial Village set forth herein have been executed and sealed by the Association, this the 3rd day of May, 2023.

**COLONIAL VILLAGE HOMEOWNERS'
ASSOCIATION OF EDENTON**

BY: 
Louis Gibbs, President

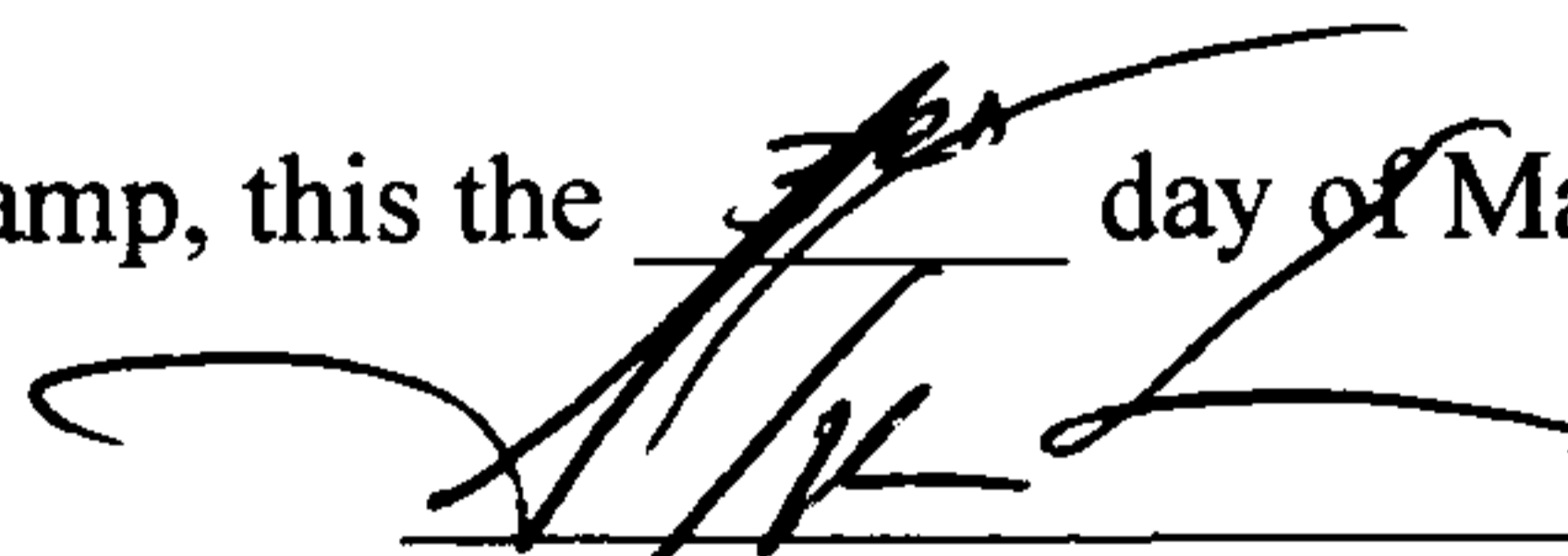
BY: 
Charles F. Trader, Treasurer

STATE OF NORTH CAROLINA

COUNTY OF CHOWAN

I, A. TRAVIS ELLIS, Notary Public, for Chowan County, North Carolina, do hereby certify that **Lou Gibbs**, President of **COLONIAL VILLAGE HOMEOWNERS' ASSOCIATION OF EDENTON**, a North Carolina Corporation, this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal/stamp, this the 3rd day of May, 2023.


Notary Public
A. TRAVIS ELLIS

My Com. Expires: 4/25/2024

(NOTARIAL SEAL/STAMP)

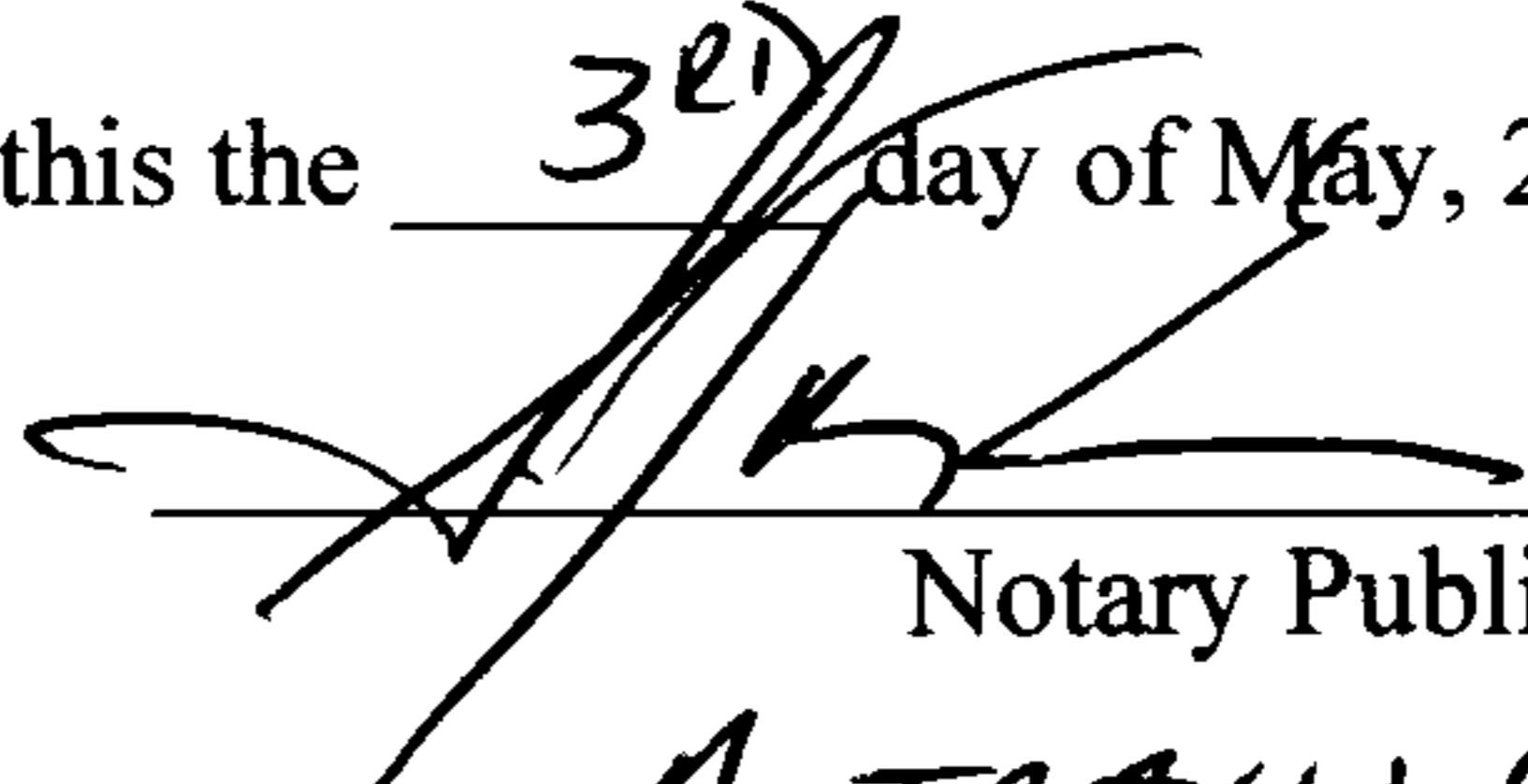
A. Travis Ellis
Notary Public
Chowan County, NC

STATE OF NORTH CAROLINA

COUNTY OF CHOWAN

I, A. TRAVIS ELLIS, Notary Public, for Chowan County, North Carolina, do hereby certify that **Charles F. Trader**, Treasurer of **COLONIAL VILLAGE HOMEOWNERS' ASSOCIATION OF EDENTON**, a North Carolina Non-Profit Corporation, this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal/stamp, this the 30th day of May, 2023.



Notary Public
A TRAVIS ELLIS

My Com. Expires: 4/25/2024

(NOTARIAL SEAL/STAMP)

A. Travis Ellis
Notary Public
Chowan County, NC

EXHIBIT "A"

Lot No.	Address	PIN No.
1	101 Winborne Lane	7805-20-91-8758
2	103 Winborne Lane	7805-20-91-9718
3	105 Winborne Lane	7805-20-91-9767
4	107 Winborne Lane	7815-17-01-0707
5	109 Winborne Lane	7815-17-01-0756
6	111 Winborne Lane	7815-17-01-1705
7	113 Winborne Lane	7815-17-01-1754
8	115 Winborne Lane	7815-17-01-2702
9	201 Winborne Lane	7815-17-01-2761
10	203 Winborne Lane	7815-17-01-3710
11	205 Winborne Lane	7815-17-01-3659
12	207 Winborne Lane	7815-17-01-4723
13	209 Winborne Lane	7815-17-01-4791
14	211 Winborne Lane	7815-17-01-5646
15	213 Winborne Lane	7815-17-01-5513
16	215 Winborne Lane	7815-17-01-4497
17	217 Winborne Lane	7815-17-01-4482
18	219 Winborne Lane	7815-17-01-4377
19	221 Winborne Lane	7815-17-01-4353
20	223 Winborne Lane	7815-17-01-4248
21	225 Winborne Lane	7815-17-01-4233
22	227 Winborne Lane	7815-17-01-4118
23	229 Winborne Lane	7815-17-01-4103
24	231 Winborne Lane	7815-17-01-3098
25	233 Winborne Lane	7815-17-01-3073
26	235 Winborne Lane	7815-17-00-3968
27	237 Winborne Lane	7815-17-00-3953
28	239 Winborne Lane	7815-17-00-3838
29	241 Winborne Lane	7815-17-00-3814
30	243 Winborne Lane	7815-17-00-3709
31	245 Winborne Lane	7815-17-00-2794
32	247 Winborne Lane	7815-17-00-2770
33	249 Winborne Lane	7815-17-00-2654
34	145 Bridgetowne Avenue	7805-20-90-9446
35	143 Bridgetowne Avenue	7805-20-90-9560
36	139 Bridgetowne Avenue	7805-20-00-0666
37		
38	137 Bridgetowne Avenue	7815-17-00-0721
39	236 Winborne Lane	7815-17-00-1721
40	135 Bridgetowne Avenue	7815-17-00-0735

41	133 Bridgetowne Avenue	7815-17-00-0851
42	234 Winborne Lane	7815-17-00-1747
43	131 Bridgetowne Avenue	7815-17-00-0865
44	232 Winborne Lane	7815-17-00-1862
45	129 Bridgetowne Avenue	7815-17-00-0980
46	230 Winborne Lane	7815-17-00-1877
47	127 Bridgetowne Avenue	7815-17-00-0995
48	228 Winborne Lane	7815-17-00-1981
49	125 Bridgetowne Avenue	7815-17-00-1919
50	226 Winborne Lane	7815-17-00-2917
51	123 Bridgetowne Avenue	7815-17-01-1024
52	224 Winborne Lane	7815-17-01-2021
53	121 Bridgetowne Avenue	7815-17-01-1039
54	222 Winborne Lane	7815-17-01-2036
55	119 Bridgetowne Avenue	7815-17-01-1154
56	220 Winborne Lane	7815-17-01-2140
57	113 Bridgetowne Avenue	7815-17-01-1298
58	214 Winborne Lane	7815-17-01-2296
59	111 Bridgetowne Avenue	7815-17-01-2313
60	212 Winborne Lane	7815-17-01-2391
61	109 Bridgetowne Avenue	7815-17-01-2328
62	210 Winborne Lane	7815-17-01-3315
63	107 Bridgetowne Avenue	7815-17-01-2432
64	208 Winborne Lane	7815-17-01-3420
65	105 Bridgetowne Avenue	7815-17-01-2457
66	206 Winborne Lane	7815-17-01-3435
67	103 Bridgetowne Avenue	7815-17-01-2562
68	204 Winborne Lane	7815-17-01-3551
69	101 Bridgetowne Avenue	7815-17-01-2587
70	112 Winborne Lane	7815-17-01-1548
71	100 Belvedere Lane	7815-17-01-1429
72	110 Winborne Lane	7815-17-01-0680
73	102 Belvedere Lane	7815-17-01-0560
74	108 Winborne Lane	7815-17-01-0631
75	104 Belvedere Lane	7815-17-01-0511
76	106 Winborne Lane	7805-20-91-9682
77	106 Belvedere Lane	7805-20-91-9564
78	104 Winborne Lane	7805-20-91-9633
79	108 Belvedere Lane	7805-20-91-8594
80	102 Winborne Lane	7805-20-91-8694
81	100 Winborne Lane	7805-20-91-8634
82	110 Belvedere Lane	7805-20-91-8522
83	111 Belvedere Lane	7805-20-91-8425
84	109 Belvedere Lane	7805-20-91-8430
85	107 Belvedere Lane	7805-20-91-9317

86	105 Belvedere Lane	7805-20-91-9386
87	103 Belvedere Lane	7815-17-01-0336
88	101 Belvedere Lane	7815-17-01-0385
89	108 Bridgetowne Avenue	7815-17-01-0245
90	109 Middlesbrough Lane	7805-20-91-9296
91	107 Middlesbrough Lane	7805-20-91-9257
92	105 Middlesbrough Lane	7805-20-91-9208
93	103 Middlesbrough Lane	7805-20-91-8258
94	101 Middlesbrough Lane	7805-20-91-7289
95	108 Middlesbrough Lane	7805-20-91-9192
96	106 Middlesbrough Lane	7805-20-91-9143
97	104 Middlesbrough Lane	7805-20-91-8183
98	102 Middlesbrough Lane	7805-20-91-8124
99	100 Middlesbrough Lane	7805-20-91-7155
100	114 Bridgetowne Avenue	7805-20-91-9081
101	102 Pendleton Trace	7805-20-91-9032
102	104 Pendleton Trace	7805-20-91-8084
103	106 Pendleton Trace	7805-20-91-7095
104	108 Pendleton Trace	7805-20-90-7959
105	107 Pendleton Trace	7805-20-90-7942
106	105 Pendleton Trace	7805-20-90-8808
107	103 Pendleton Trace	7805-20-90-8867
108	101 Pendleton Trace	7805-20-90-9847
109	120 Bridgetowne Avenue	7805-20-90-9718
110	102 Barefoot Court	7805-20-90-8759
111	104 Barefoot Court	7805-20-90-8815
112	105 Barefoot Court	7805-20-90-7608
113	103 Barefoot Court	7805-20-90-7653
114	101 Barefoot Court	7805-20-90-8654
115	126 Bridgetowne Avenue	7805-20-90-8539
116	128 Bridgetowne Avenue	7805-20-90-8524
117	130 Bridgetowne Avenue	7805-20-90-8409
118	403 East Freemason Street	7805-20-90-7543
119	200 Coke Avenue	7805-20-90-6596
120		