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Doc No: 10133635  
Kind: ADMT Page 1 of 6  
Recorded: 11/14/2024, 02:22:22 PM  
Fee: \$26.00 Revenue Tax: \$0.00  
CRAVEN County, North Carolina  
Michelle L. Toth Register of Deeds  
Bk **3818** Pg **1650**

✓

KEN KIRKMAN  
503 W THURMAN ROAD  
NEW BERN NC 28562

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

*Return to Ken Kirkman  
503 W. Thurman Rd., New Bern, NC  
28562*

AMENDMENT TO PROTECTIVE COVENANTS  
CAROLINA COLOURS  
ASTON

THIS AMENDMENT TO PROTECTIVE COVENANTS, CAROLINA COLOURS, is dated for purposes of reference only this \_\_\_\_ day of November, 2024, and is submitted for recordation by Streamline Developers at Aston, LLC, a North Carolina limited liability company (hereinafter "Successor Declarant"), with joinder of Overlook Holdings LLC, a North Carolina limited liability company (hereinafter "Overlook").

RECITALS:

Carolina Creek LLC 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, as amended and restated ("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.

Declarant reserved the right to transfer to other entities acquiring property from it the right to annex such properties. Successor Declarant acquired **Aston** properties by deeds recorded in deed book 3784, page 274 and deed book 3784, page 276,

Craven County Registry. 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 **Aston**, including, without limitation, Lots 57 through 127, as well as all rights-of-way and other properties described thereon, said plat being recorded in Plat Cabinet J, Page 91B, Craven County Registry. Said plat, as amended, 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 "**Aston Lots.**"

2. Minimum Building Requirements. No primary residential Structure located on any **Aston Lot** shall contain less than 1500 heated square feet. If any primary residential Structure contains more than one living floor, there must be a minimum of 800 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: | 15.5 feet |
| b) Side set-back:           | 5 feet    |
| c) Rear set-back:           | 15.5 feet |

The following building standards shall be applicable to all primary residential Structures within Aston:

- Front loaded garages are permitted
- The primary siding shall be Hardie Board
- Roof slope must be at least 5/12
- Homes shall be built upon raised slabs clad with brick or parged masonry foundations.

4. Impervious Surface Limitations: The maximum amount of impervious coverage (built upon area) of any Lot is 4,000 square feet in accordance with Stormwater Management Permit SW7060817 issued by the Division of Water Quality of the North Carolina

Department of Environment and Natural Resources ("Permit"). 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 slope may be piped, but only as necessary to provide driveway crossings. No filling in, piping or altering any curb outlet swale permitted with a 5:1 slope shall be allowed. A 50-foot vegetated buffer must be maintained between all built upon area and the Mean High-Water Level of all surface waters. All roof drains must terminate at least 50 feet from the Mean High-Water line of any surface water.

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. No Owner shall take any action that adversely impacts these requirements.

This covenant is intended to ensure ongoing compliance with the Permit and cannot 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.

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

6. 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 and/or stormwater management imposed by the City of New Bern and/or the State of North Carolina. No Lot Owner shall interfere in any way with the drainage within such easements or with drainage structures therein. Specific drainage easements along property lines of Lots, as delineated on the Plat, may contain low level structures to contain sediment and slow water flow. To the extent these specified easements, and the structures therein, are not maintained by the City of New Bern, they shall be maintained by the Association. The only obligation of the Lot Owner whose Lot is burdened thereby shall be to maintain ground vegetation in a sightly condition, to the extent such area is incorporated as part of the grassed or cleared area of the Lot by the Lot Owner. 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 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 Owner of a Lot shall also be required to mow the area between said Owner's Lot and 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 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 Lots, may be made by the Owner of any Lot without consent of the Association.

7. Telecommunications Services. **Aston 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 services may be provided from time to time, and the cost of such services shall also be the same. However, the Association has modified the services delineated in the Master Covenants and may further modify or eliminate them in the future. Any private utility easement within Aston as set out in the Master Covenants may only be utilized by the Telecommunications Provider without the prior consent of the Association.

8. Fences. The Association has jurisdiction over the location, style and materials for any fence erected on any Aston Lot. The allowed fence is a black, aluminum fence, no higher than 4 feet.

9. Definitions. All definitions (capitalized words or phrases) contained in the Master Covenants are hereby incorporated within this Amendment by reference.

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

11. Right to Amend. Successor Declarant and Overlook reserve the right to alter and amend the provisions contained herein prior to the conveyance of the first lot to a third party.

12. Common Elements. All Common Elements shown on the Plat shall be maintained by Streamline until such areas are conveyed to the Carolina Colours Association, Inc. Such conveyance shall be made no sooner than conveyance of the 50<sup>th</sup> Aston Lot to a third party after a home is constructed thereon but no later than December 20, 2027, regardless of the number of conveyed homes. To the extent that the Existing Earthen Berm located primarily in Common Element 1 as shown on the Plat encroaches on any adjacent Aston Lot, the Association reserves an easement over said Lot if needed to provide any maintenance to the berm. If any Owner elects to provide any landscape improvement to the portion of the berm in said Owner's Lot, or the portion of the berm immediately adjacent to said Lot, the Owner is hereby granted the right to do so, but the Association shall have no maintenance obligation regarding such improvements. No Structures shall be installed thereon without prior approval of the Association.

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

OVERLOOK HOLDINGS LLC

BY: [Signature] (SEAL)  
Kenneth M. Kirkman  
Vice President

STREAMLINE DEVELOPERS AT ASTON, LLC

BY: [Signature] (SEAL)  
Jordan Maroules  
Manager

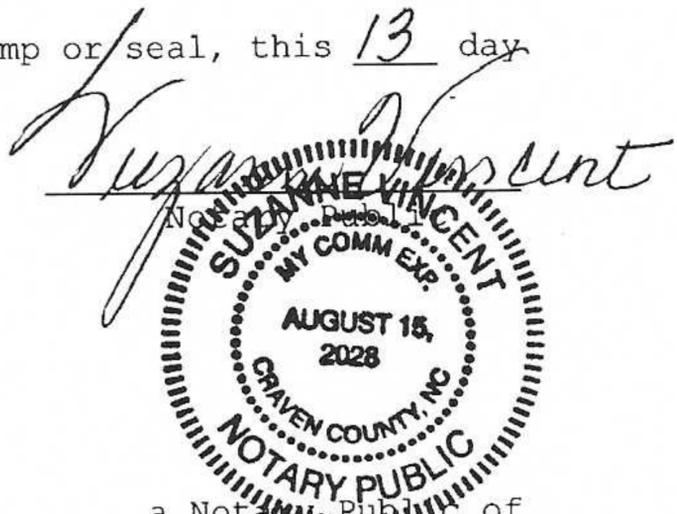
STATE OF NORTH CAROLINA

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 Vice President of Overlook Holdings LLC, a limited liability company of the State of North Carolina, and that by authority duly given him 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 13 day of November, 2024.

My Commission Expires: Aug. 15, 2028



STATE OF NORTH CAROLINA

COUNTY OF Carteret

I, Nicole Barnes, a Notary Public of the County and State aforesaid, certify that personally came before me this day Jordan Maroules and acknowledged that he is a Manager of Streamline Developers at Aston, LLC, a limited liability company of the State of North Carolina, and that by authority duly given him 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 12 day of November, 2024.

My Commission Expires: 9/10/28

Nicole Barnes  
Notary Public

