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✓ return to Ken Kirkman 503 W. Thurman Rd, New Bern, NC 28562

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS  
CAROLINA COLOURS  
CHAMBRAY

THIS AMENDMENT TO PROTECTIVE COVENANTS, CAROLINA COLOURS, is dated for purposes of reference only this 8th day of May, 2024, and is submitted for recordation by Overlook Holdings LLC, a North Carolina limited liability company (hereinafter "Declarant").

RECITALS:

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 has been assigned all development rights set out in the Master Covenants. 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:

1. Annexed Properties. The provisions of the Master Covenants shall apply fully to all of the property as shown on that

plat of **Chambray at Carolina Colours** including, without limitation, Lots 1 through 27, as well as all rights-of-way and other properties described on the plat of Chambray being recorded in Plat Cabinet J, Slides 81-D and E, 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 "**Chambray Lots.**"

2. Minimum Building Requirements. No primary residential Structure located on any **Chambray Lot** shall contain less than 1600 heated square feet. 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: | 25 feet |
| b) Side set-back:           | 8 feet  |
| c) Rear set-back:           | 25 feet |

4. Impervious Surface Limitations: The maximum amount of impervious coverage (built upon area) of any Lot is set out on an exhibit hereto. 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 or ditches (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. A 50-foot vegetated buffer must be maintained between all built upon area and all surface waters. All roof drains must terminate at least 50 feet from a vegetated buffer and the outflow allowed to flow through the setback as dispersed flow. At no time shall stormwater runoff be piped into or through the setback.

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 North Carolina State stormwater management permit SW7220206 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 and both are made beneficiaries of this Permit.

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. No alteration of the permitted drainage plan shall be permitted without consent of the State of North Carolina.

5. Flood Zone: There is shown on the Plat the boundary between the X and the AE flood zone lines, as established by the Federal Emergency Management Agency (FEMA), in accordance with the flood maps issued by FEMA. Should the owner of any Lot elect to construct improvements within the AE zone, special building code restrictions apply, and the owner of such Lot should consult with the Inspections Department of the City of New Bern prior to planning such construction. Furthermore, construction within the AE zone may impact the availability or cost of flood insurance, should flood insurance be desired by said owner. Properties within the X zone are considered to be at low risk of flooding, but that does not mean that flooding cannot occur. No construction is allowed within an area designated as a wetland by any governmental agency. The area depicted as wetlands on the Plat can be changed in the future by governmental agencies.

6. Building Restriction: The following restrictions shall be applicable to building on **Chambray Lots**:

- The Committee may approve front loaded garages if it determines that doing so is appropriate for the Lot being built upon.
- Roof pitches shall be 8/12 or greater.
- The City of New Bern requires that a tree of a specified size be planted in the front yard of all lots that are substantially without trees. The owner of any such Chambray

Lot must cause such a tree to be planted prior to occupancy of the home on the Lot. Failure to do so may cause a denial of the certificate of occupancy by the City and/or failure of final inspection and approval by the Committee. Refer to the land use ordinances in place at time of construction in order to verify the specifications of the required planting and reflect such planting on the landscape plan you are required to submit to the Committee.

7. Rental Limitations: No rental of any home within **Chambray** shall be allowed that is for a term of less than six months. Upon request of the Association, a copy of any rental or lease agreement must be provided to the Association.

8. 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 slightly 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.

9. Telecommunications Services. **Chambray 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 free monitored services plan for security set out in paragraph 7 of Exhibit B, so the provisions set out therein are no longer in effect. The five-foot private utility easement set out in the Master Covenants, and as referenced in paragraph 9.5 thereof, is for the use of the party with whom the Association contracts from time to time to provide data and video services to owners of **Chambray Lots**.

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

11. 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 **Chambray Lots**, and the terms and conditions of the Master Covenants shall remain in full force and effect as to all **Chambray Lots** encumbered hereby and thereby. These covenants, including without limitation all stormwater restrictions, run with the land and are binding on all parties having an ownership interest in any **Chambray Lot** or property.

SIGNATURE APPEAR ON FOLLOWING PAGE

Book 3798  
Page 977

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, V. Pres.

STATE OF NORTH CAROLINA

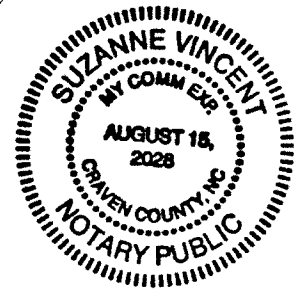
COUNTY OF CRAVEN

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 8 day of May, 2024.

*Suzanne Vincent*  
Notary Public

My Commission Expires:  
Aug. 15, 2028



Chambray Covenants  
cc/cov;  
5/8/24

IMPERVIOUS SURFACE MAXIMUM COVERAGE PER LOT

LOTS 1-17	4,497 SQUARE FEET
LOTS 18-27	4,000 SQUARE FEET