

BK 1574 PG 046

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS  
TABERNA - SECTION 2 OF PHASE I

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 19th day of June, 1997, and is submitted for recordation by Weyerhaeuser Real Estate Company, a corporation qualified to do business in the State of North Carolina (hereinafter "Declarant").

**RECITALS:**

Declarant has prepared a master development plan for a predominantly residential community named Taberna, located in Craven County, City of New Bern, North Carolina. The development plan for Taberna is set out in the Protective Covenants for Taberna recorded in Book 1488, Pages 565 - 599, 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:

1. ADDITIONAL PROPERTIES. The provisions of the Master Covenants shall apply fully to all of the property described as Lots 31 through 48 as shown on that plat of Section 2, Phase I of Taberna, recorded in Plat Cabinet G, Slides 30-H, Craven County Registry, as well as all rights of way and other properties described thereon. 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 so described, except as specifically modified herein. The Lots shown on the Plat shall be referred to herein as "Section 2 Lots."

Declarant further subjects all property denoted "Association Property" and "Association Property Green" on the Plat to the terms and provisions of the Master Covenants, and agrees to convey and utilize said properties as more fully set out in the Master Covenants, with no residential or commercial construction to be allowed thereon.

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2. DUES. Annual dues payable to the Association (prorated as appropriate) shall be due and payable upon each Section 2 Lot upon the earlier to occur of the following:

A. The first day of the month following the date of transfer of title to any Section 2 Lot by Declarant to a third party; or

B. January 1, 1998.

3. ASSOCIATION RESPONSIBILITIES. The Association shall be responsible for owning and maintaining all properties designated as "Association Property" or "Association Property Green" on the Plat. The Association shall have the right to establish maintenance standards for such properties, and to maintain such properties in accordance with such standards.

4. BUILDING RESTRICTIONS. All building restrictions contained in the Master Covenants (with exception of those contained in paragraph 21) shall be fully applicable to Section 2 Lots, except as specifically modified hereby. All applicable setbacks as set out in the Master Covenants shall be applicable.

The minimum square footage of heated, enclosed living space for each approved Living Unit constructed on any Lot shown on the Plat shall be 1,500 square feet for single level homes and 1,800 square feet for two level homes, a minimum of 1,200 square feet of such space being located in the first living floor of each two level Living Unit. Carports, garages, attics, porches, patios, decks and basements shall not be considered heated, enclosed living space.

5. IMPERVIOUS SURFACE LIMITATIONS. The impervious surface allowed on Section 2 Lots shall be limited to 4,000 square feet of coverage per Lot, in order for restrictions imposed on the Lots by the Department of Environmental Management of the State of North Carolina to be met. Impervious surfaces are more fully defined by the Department of Environmental Management, which definitions are hereby incorporated by reference, but impervious surfaces include, without limitation, areas covered or altered so as to significantly restrict the percolation of stormwater into the soil thereunder. As set out in the Master Covenants, the State of North Carolina has specific authority to enforce this restriction by legal or equitable means, and no substantive amendment of this provision shall be allowed without approval of the State of North Carolina.

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

7. **SURVIVAL.** Except as specifically amended by this Amendment, all provisions of the Master Covenants, to the extent not limited therein to particular designated Lots, and as the same may be amended from time to time, shall be fully applicable to all Section 2 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.

WEYERHAEUSER REAL ESTATE COMPANY

BY: [Signature]  
JOHN M. DOUGETT, ASST. VICE PRESIDENT



ASST. SECRETARY  
(CORPORATE SEAL)

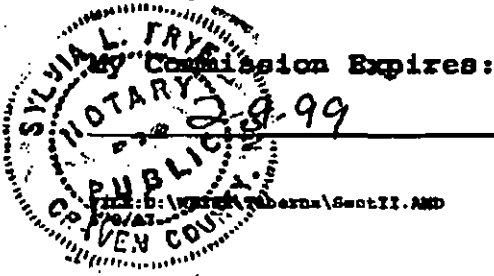
STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Sylvia L. Frye, a Notary Public of the County and State aforesaid, certify that Ann W. Rackley personally came before me this day and acknowledged that she is Assistant Secretary of Weyerhaeuser Real Estate Company, a corporation of the State of Washington, qualified to do business in North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Assistant Vice President, sealed with its corporate seal and attested by its Assistant Secretary.

Witness my hand and official stamp or seal, this 25<sup>th</sup> day of June, 1997.

[Signature]  
Notary Public



State of North Carolina, Craven County  
The foregoing certificate of Sylvia L. Frye  
is (are) certified to be correct. This instrument was presented for registration this day and hour and day recorded in the office of the Register of Deeds of Craven County, NC in Book 1574, Page 48.  
This day of June, 1997 at Washington, DC  
[Signature] Register of Deeds  
[Signature] Asst./Deputy Register of Deeds