

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

Craven NC - Document Staff
Becky Thompson, Register of Deeds
Date 09/22/2000 Time 15:27:02
No: 2000-00013667
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AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE V

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 20th day of September, 2000, 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 as shown on that plat of Taberna, Phase V, recorded in Plat Cabinet G, Slide 101F and 101G, Craven County Registry, including, without limitation, Lots 383 through 406, 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 "Phase V Lots."

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Declarant further subjects all property denoted "Association Property" and "Association Property Green," if any, 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.

2. DOES. Annual dues payable to the Association (prorated as appropriate) shall be due and payable upon each Phase V 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 Phase V Lot by Declarant to a third party; or

B. January 1, 2001.

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 restrictions contained in the Master Covenants (with exception of those contained in paragraph 21) shall be fully applicable to Phase V Lots, except as specifically modified hereby. Additional building restrictions are as shown on the Plat, including the notes shown thereon. All building of primary structures must be within the building envelope denoted on the Plat for each Lot.

The minimum square footage of heated, enclosed living space for each approved Living Unit constructed on each of the Lots shown on the Plat shall be 2,000 square feet, for single story construction, and 2,100 square feet, with 1,300 square feet on the first living floor, for two living floor construction.

5. IMPERVIOUS SURFACE LIMITATIONS. The maximum impervious surface allowed on Lot 393 is 4,500 square feet, Lots 389, 392 and 396 through 400 shall be 5,000 square feet per Lot, Lots 384 through 388, 390, 391, 394, 395 and 401 through 404 shall be 5,500 square feet per Lot, and for Lots 383, 405 and 406, shall be 6,000 square feet per Lot.

The maximum impervious surface allowed is inclusive of that portion of the right-of-way between the front Lot line and the edge of the pavement. Impervious surfaces include structures, pavement, walkways of brick, stone and slate, but do not include wood decking.

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Filling in or piping of any vegetative conveyances (ditches, swells, etc.) within Taberna shall not be allowed except for average driveway crossings.

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.

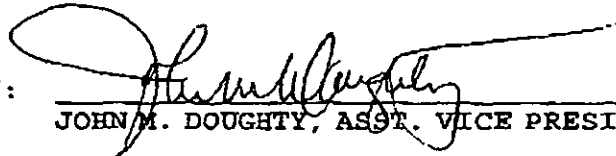
6. DEFINITIONS. All definitions contained in the Master Covenants are hereby incorporated within this Amendment by reference.

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 Phase V 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:


JOHN M. DOUGHTY, ASST. VICE PRESIDENT

ATTEST:


ASST. SECRETARY
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

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COUNTY OF CRAVEN

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I, Lori G. Worley, a Notary Public of the County and State aforesaid, certify that Nan 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 22nd day of September, 2000.

Lori G. Worley
Notary Public

My Commission Expires:

07-05-2004



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9/3/00

State of North Carolina, Craven County
The foregoing certificate(s) of Lori G. Worley
Lori G. Worley
is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, NC in Book 1777 Page 644. This 22nd day of September A.D. 2000 at 3:27 o'clock PM.
Register of Deeds [Signature] Asst./Deputy Register of Deeds