

NORTH CAROLINA

CRAVEN COUNTY

Craven NC - Document Stamp
Becky Thompson, Register of Deeds
06/2001 Time 10:21:56 1 of 7 Pages
1-00035708

**AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE VI, SECOND ADDITION**

Book 1871 Page 611

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 4 day of December, 2001; and is submitted for recordation by WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY, a corporation qualified to do business in the State of North Carolina (hereinafter "Declarant"); B. HUNT BAXTER, JR., Trustee for Weyerhaeuser Real Estate Development Company; BRANCH BANKING AND TRUST COMPANY, a North Carolina corporation with an office in New Bern, Craven County, North Carolina; and DAVID M. STROUD, Substitute Trustee for Branch Banking And Trust Company; and BLUE WATER HOME CONSTRUCTION, LLC, a North Carolina limited liability company (hereinafter "Contractor")

For Amt: 20.00
Excise Tax: .00

WITNESSETH:

HENDERSON, BAXTER, TAYLOR & GATCHEL, P.A., ATTORNEYS-AT-LAW, P.O. DRAWER U, NEW BERN, NC 28563

WHEREAS, Declarant's predecessor in interest, Weyerhaeuser Real Estate Development Company, 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 has the right, as set out in paragraph two (2) of the Master Covenants, to subject described additional property to the terms and conditions of the Master Covenants. Declarant further has 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; and

Work Flow No: 9999-00080602

WHEREAS, the property described hereinafter is encumbered by two deeds of trust; a deed of trust to B. Hunt Baxter, Jr., Trustee dated November 21, 2001, in favor of Weyerhaeuser Real Estate Development Company and recorded in Book 1866, Page 773,

Craven County Registry and deed of trust to Jerone C. Herring, Trustee In favor of Branch Banking & Trust Company and recorded in Book 1866, Page 778 in Craven County Registry; and

WHEREAS, David M. Stroud has been substituted for Jerone C. Herring in the deed of trust in favor of Branch Banking & Trust Company by substitution of trustee recorded in Book 1871 Page 612 in Craven County Registry; and

WHEREAS, Weyerhaeuser Real Estate Development Company and Branch Banking and Trust Company and the trustees of the deeds of trust above-referenced have joined in the execution hereof for the purpose of indicating their assent to this AMENDMENT TO PROTECTIVE COVENANTS TABERNA - PHASE VI, SECOND ADDITION for the purposes set forth herein as the same affects the property described hereinbelow; and

WHEREAS, Contractor has purchased the property shown on the Plat, and has agreed with Declarant to jointly encumber said property by recordation of this Amendment.

Therefore, the Master Covenants are hereby amended as follows:

1. Additional Properties. The provisions of the Master Covenants shall apply full to all of the property as shown on that plat of Taberna, Phase VI, Second Addition, including, without limitation, Lots 441 through 451 and Lots 470 through 478, as well as all rights of way and other properties described thereon, recorded in Plat Cabinet G, Slide 130 C and 130D, Craven County Registry, as well as all rights of way and other property 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, shall be referred to herein as "Phase VI, Second Addition Lots".

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. Conveyance to Bullder. Declarant has contracted with Contractor, for Contractor to construct a home on each Lot, unless such requirement is waived by Declarant. Contractor may assign its rights to ownership and to construction to related third parties, which third parties shall be bound by the agreement between Declarant and Contractor.

Therefore, dues shall be due and payable to the Association at a date for each Lot determined by the date of recordation of a deed of conveyance to its successors and assigns to a third party purchaser, unrelated to Contractor.

Deed Recordation Date: 01/20/06
No: 2001-00035708
Book 1871 Page 613

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 property 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 VI, Second Addition 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 1,200 square feet, all of which must be on the first living floor.

The Master Covenants authorize adoption of specific building guidelines, supplemental to the specific building guidelines, supplemental to the specific provisions and restrictions set out in the Master Covenants. Building guidelines which have been adopted for traditional single family developments by Declarant or the Association shall not be applicable to cluster home developments, including those homes constructed in Taberna, Phase VI, Second Addition. Declarant reserves the right to record Supplemental Protective Covenants prior to conveyance of Phase VI, Second Addition Lots by Contractor to third parties, or to provide building guidelines, at its election, to the Association.

5. Impervious Surface Limitations. The maximum impervious surface allowed on each Phase VI, Second Addition Lot is set out on Exhibit A attached hereto.

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.

Filling in or piping of any vegetation 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

HENDERSON, BAXTER, TAYLOR & GATCHEL, P.A., ATTORNEYS-AT-LAW, P.O. DRAWER U, NEW BERN, NC 28563

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.

Set out in the Master Covenants, 7 Pgs
No: 2001-00035708
Book 1871 Page 614

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 VI, Second Addition 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.

BRANCH BANKING & TRUST COMPANY

BY: *Sanjiv Ban*
Vice President

ATTEST:

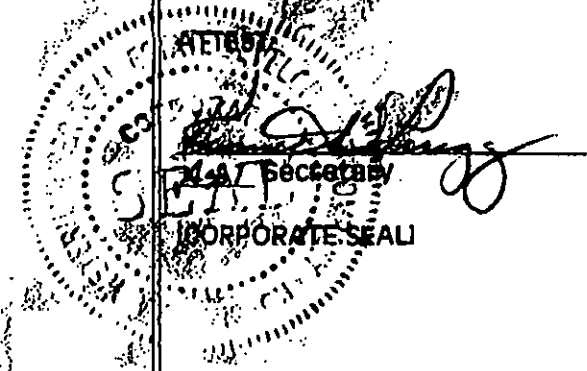
Sandeep Wilson
Secretary



B. Hunt Baxter, Jr. (SEAL)
B. HUNT BAXTER, JR., Trustee for Weyerhaeuser Real Estate Development Company

WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY

BY: *John W. Blount*
Vice President



TAYLOR A. GATCHEL, P.A., ATTORNEYS-AT-LAW, P.O. DRAWER U, NEW BERN, NC 28563

[Signature]
Date 12/05/2001 Time 10:21:56 (SEAL) 7 Pgs
DAVID M. STROUD, Trustee for Branch Banking & Trust
Company No. 2001-00053708

Book 1871 Page 615

BLUE WATER HOME CONSTRUCTION, LLC (SEAL)

BY: *[Signature]* (SEAL)
Manager


BY: *[Signature]* (SEAL)
Manager

HENDERSON, BAXTER, TAYLOR & GATCHEL, P.A., ATTORNEYS-AT-LAW, P.O. DRAWER U, NEW BERN, NC 28563

NORTH CAROLINA
Craven COUNTY

I, Sandra C. Stevens, a Notary Public, do hereby certify that Kenneth I. Peregoy personally came before me this day and acknowledged that he/she is Assistant Secretary of WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY, and that by authority given, the foregoing Instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by Kenneth I. Peregoy as its Assistant Secretary.

WITNESS my hand and notarial seal, this the 4th day of December, 2001.

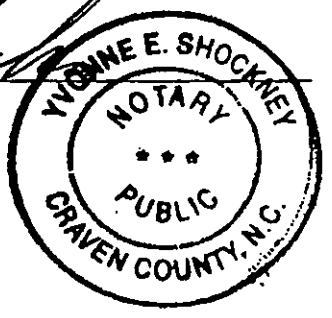
[Signature]
NOTARY PUBLIC


My Commission Expires: February 25, 2004

NORTH CAROLINA
Craven COUNTY

I, Yvonne E. Shockney, a Notary Public of the County and State aforesaid, certify that B. HUNT BAXTER, JR., Trustee for WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY, personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and notarial seal, this the 4th day of December, 2001.

[Signature]
NOTARY PUBLIC


My Commission Expires: 4-30-2005

State of North Carolina, Craven County
The foregoing certificate(s) of Yvonne Shockney
is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded to the office of the Register of Deeds of Craven County, NC in Book 1871 Page 615
This 05 day of December, 2001 at 10 o'clock AM
[Signature] Yvonne Shockney
Register of Deeds Deputy Register of Deeds

NORTH CAROLINA

Date 12/06/2001 Time 10:21:56 6 of 7 Pgs
No: 2001-00035708

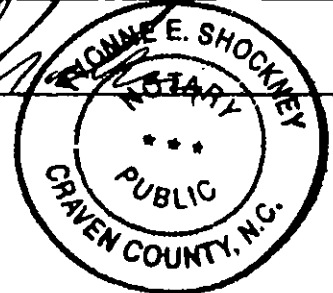
Craven COUNTY

Book 1871 Page 616

I, Yvonne E. Shockey, a Notary Public, do hereby certify that Sandra H. Wilson personally came before me this day and acknowledged that he/she is ASST Secretary of BRANCH BANKING & TRUST COMPANY, a North Carolina corporation, the foregoing Instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by her as its ASST Secretary.

WITNESS my hand and notarial seal, this the 4th day of December, 2001

Yvonne E. Shockey
NOTARY PUBLIC



My Commission Expires: 4-30-2005

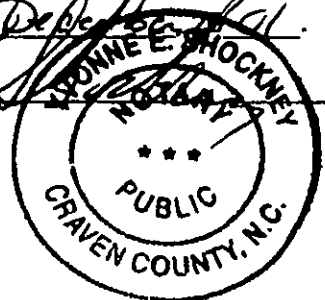
NORTH CAROLINA

Craven COUNTY

I, Yvonne E. Shockey, a Notary Public of the County and State aforesaid, certify that DAVID M. STROUD, Substitute Trustee for BRANCH BANKING & TRUST COMPANY, personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and notarial seal, this the 4th day of December, 2001

Yvonne E. Shockey
NOTARY PUBLIC



My Commission Expires: 4-30-2005

NORTH CAROLINA

Craven COUNTY

I, Maria Bernette Stewart, a Notary Public, do hereby certify that Rich L. Schoper and Milton A. Askew III personally appeared before me this day and acknowledged that they are the managers of BLUE WATER HOME CONSTRUCTION, LLC, and further acknowledged the due execution thereof.

WITNESS my hand and official stamp or seal, this the 5th day of December, 2001

Maria Bernette Stewart
NOTARY PUBLIC

My Commission Expires: 04-30-2004

HENDERSON, BAXTER, TAYLOR & GATCHEL, P.A., ATTORNEYS-AT-LAW, P.O. DRAWER U, NEW BERN, NC 28563

**STORMWATER MANAGEMENT PERMIT APPLICATION
2001 TABERNA - LOW DENSITY SUPPLEMENT
ROBERT M. CHILES, P.E.**

ATTACHMENT A
Date 12/06/2001 Time 10:21:56 7 of 7 Pgs

**REVISED: MODIFICATIONS TO THE APPROVED STORMWATER PERMIT
NO. SW7990216 DATED AUGUST 6, 1999 Book 1871 Page 617
TABERNA - A PORTION OF PHASE 6 FORMERLY LOTS
442 THRU 451 & LOTS 470 THRU 476
PHASE 6 SECTION 37-B 20 LOTS PLUS BUFFER AREAS
WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY**

LOT NUMBER	TOTAL LOT AREA & BUFFER (SQ FT)	TOTAL ALLOWABLE IMPERVIOUS (SQ FT)
441	26,226	3,000
442	26,867	3,000
443	24,990	3,000
444	18,991	3,000
445	15,685	3,000
446	14,219	3,000
447	11,490	3,000
448	11,490	3,000
449	11,490	3,000
450	11,490	3,000
451	11,508	3,000
470	10,365	3,000
471	10,350	3,000
472	10,350	3,000
473	10,350	3,000
474	10,373	3,000
475	10,514	3,000
476	10,663	3,000
477	10,539	3,000
478	10,051	3,000
BUFFER AREAS	5,401	0