

Craven NC - Document Staff  
Becky Thompson, Register of Deeds  
Date 10/01/2002 Time 09:07:11 1 of 8 Ps  
No: 2002-00052471

Book **1951** Page **822**

Fee Amt: 35.00  
Excise Tax: .00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS  
TABERNA - PHASE VI, FOURTH ADDITION

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 30<sup>TH</sup> day of September, 2002, 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").

Work Flow No: 9999-00113614

RECITALS:

Weyerhaeuser Real Estate Company ("WRECO") 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. WRECO reserved the right, in Paragraph 2 of the Master Covenants, to subject described additional properties to the terms and conditions of the Master Covenants. WRECO further reserved the right to impose new or different development guidelines and restrictions on the additional properties made subject to the Master Covenants. WRECO, by written and recorded instrument, assigned its rights under the Master Covenants to Weyerhaeuser Real Estate Development Company ("Declarant"). 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: BOOK 1951 PAGE 823

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 VI, Fourth Addition, including, without limitation, Lots 501 through 503 and 712 through 720, as well as all rights-of-way and other properties described thereon, recorded in Plat Cabinet G, Slide 151E, Craven County Registry. 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 VI, Fourth 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 BUILDER. Declarant has contracted with a licensed general contractor, Neuse Builders of New Bern, Inc. a North Carolina corporation ("Neuse") for Neuse to purchase all of the Phase VI, Fourth Addition Lots. In accordance with such contract, Neuse shall construct a home on each Lot, unless such requirement is waived by Declarant. With the consent of WREDCO, Neuse may assign its rights to ownership and to construction to related parties, which third parties shall be bound by the agreement between Declarant and Neuse.

Therefore, dues shall not be due and payable to the Association for each Lot until conveyance of a Lot by Neuse to a third party. Until the date the Owner of each Lot is obligated to begin paying dues to the Association, the Association shall have no obligation to expend any funds to maintain any such Lot.

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 maintain the main-  
 tenance standards for such properties, and to maintain such prop-  
 erties 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, Fourth 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 presumed setbacks contained in paragraph 4E of the Master Covenants are not applicable, but the variance provisions contained therein are applicable.

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.

Building guidelines adopted by the Architectural Control Committee of the Association for traditional single family homes shall not be applicable to Lots shown on the Plat, as Phase VI, Fourth Addition Lots comprise a planned community of patio style homes. Declarant reserves the right to promulgate specific building guidelines and standards for patio home construction for utilization by the Association and its Architectural Control Committee.

All homes constructed on Phase VI, Fourth Addition Lots shall provide primary access from a public street, and each home shall contain a garage.

No home may be rented for a period of less than six months.

5. IMPERVIOUS SURFACE LIMITATIONS. The maximum impervious surface allowed on each 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 vegetative ~~at 1202-000507~~ conveyances (ditches, swells, etc.) within Taberna shall not be approved, except for average driveway crossings. ~~Book 1951 Page 825~~

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. However, if the State of North Carolina approves such a change, Declarant may record an amendment to this Amendment without approval or joinder of any other party.

6. SUPPLEMENTAL DUES AND OBLIGATIONS. The Association shall maintain all grassed and landscaped areas, and all property line privacy fencing constructed by the builder, at its expense, and in good condition, and shall charge all Owners within Phase VI, Fourth Addition, supplemental dues to cover the cost thereof. Neuse Builders of New Bern, Inc., or its successor builder, shall be required to install landscaping on each Lot upon completion of a home thereon, in accordance with a plan approved by Declarant, and the Owner of each Lot shall not thereafter be entitled to make substantial changes in such landscape plan without the prior, written approval of the Association. Supplemental dues shall be due and payable following conveyance of a Lot by Neuse to a third party.

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

8. 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, Fourth 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.

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IN WITNESS WHEREOF, the undersigned have executed this instrument under authority duly given as of the day 01 of the month 10 year 2002 above written. Page 826

WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY

BY: [Signature]  
JOHN M. DOUGHTY, VICE PRESIDENT



[Signature]  
ASST. SECRETARY  
(CORPORATE SEAL)

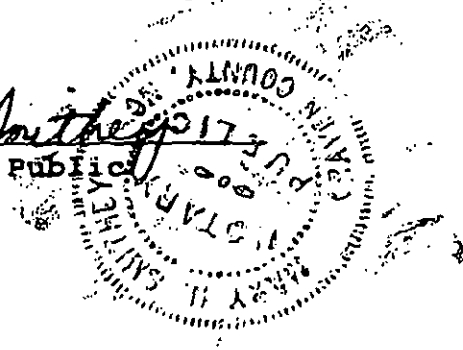
STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, MARY H. SMITHEY, a Notary Public of the County and State aforesaid, certify that KENNETH I. PEREGAY personally came before me this day and acknowledged that she is Assistant Secretary of Weyerhaeuser Real Estate Development 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 1<sup>st</sup> day of OCTOBER, 2002.

Mary H. Smithey  
Notary Public



My Commission Expires:  
3-27-07

State of North Carolina, Craven County  
The foregoing certificate(s) of Mary H. Smithey  
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 1951 Page 822  
This day of Oct A.D. 20 02 at 9:07 o'clock  
Register of Deeds

**STORMWATER MANAGEMENT PERMIT APPLICATION  
2002 TABERNA - LOW DENSITY SUPPLEMENT REVISIONS  
ROBERT M. CHILES, P.E.**

Date 10/01/2002 Time 09:02:11 6 of 8 Pg  
No: 2002-00052471

**ATTACHMENT A**

**REVISED: COMBINED APPLICATION FOR PHASE 4 AND PHASE 6** **1051** **827**  
**MODIFICATIONS TO THE APPROVED STORMWATER PERMIT  
NO. SW7990216 DATED AUGUST 6, 1999**  
**TABERNA - PHASE 6: SECTIONS 36, 37 (REV. INTO 37A & 37B), & 38**  
**REVISIONS TO SECTION 37A: 47 LOTS TO 62 LOTS + ASSOC.**  
**REVISIONS TO SECTION 37B: 17 LOTS TO 20 LOTS + BUFFER**  
**WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY**

LOT NUMBER	TOTAL LOT AREA (SQ FT)	TOTAL ALLOWABLE IMPERVIOUS (SQ FT)
(SEC. 37A) REV. 489	9,478	3,100
(SEC. 37A) REV. 490	8,722	3,100
(SEC. 37A) REV. 491	10,392	3,100
(SEC. 37A) REV. 492	13,063	3,100
(SEC. 37A) REV. 493	15,001	3,100
(SEC. 37A) REV. 494	14,358	3,100
(SEC. 37A) REV. 495	11,282	3,100
(SEC. 37A) REV. 496	9,666	3,100
(SEC. 37A) REV. 497	9,498	3,100
(SEC. 37A) REV. 498	10,899	3,100
(SEC. 37A) REV. 499	11,164	3,100
(SEC. 37A) REV. 500	9,000	3,100
(SEC. 37A) REV. 501	9,000	3,100
(SEC. 37A) REV. 502	9,694	3,100
(SEC. 37A) REV. 503	9,750	3,100
(SEC. 38) 504	13,914	3,200
(SEC. 38) 505	12,000	3,200

**STORMWATER MANAGEMENT PERMIT APPLICATION  
2002 TABERNA - LOW DENSITY SUPPLEMENT REVISIONS  
ROBERT M. CHILES, P.E.**

Date 10/01/2002 Time 09:07:11 7 of 8 Pg  
No: 2002-00032471

**ATTACHMENT A**

**REVISED: COMBINED APPLICATION FOR PHASE 4 AND PHASE 6  
MODIFICATIONS TO THE APPROVED STORMWATER PERMIT  
NO. SW7990216 DATED AUGUST 6, 1999  
TABERNA - PHASE 6: SECTIONS 36, 37 (REV. INTO 37A & 37B), & 38  
REVISIONS TO SECTION 37A: 47 LOTS TO 62 LOTS + ASSOC.  
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WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY**

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LOT NUMBER	TOTAL LOT AREA (SQ FT)	TOTAL ALLOWABLE IMPERVIOUS (SQ FT)
(SEC. 36) 525	21,655	5,000
(SEC. 36) 526	16,153	4,200
(SEC. 36) 527	19,098	5,000
(SEC. 36) 528	14,635	4,200
(SEC. 36) 529	12,226	3,800
(SEC. 36) 530	13,225	3,800
(SEC. 36) 531	13,306	3,800
(SEC. 36) 532	12,867	3,800
(SEC. 36) 533	14,486	4,200
(SEC. 36) 534	17,218	5,000
(SEC. 36) 535	12,902	3,800
(SEC. 36) 536	11,945	3,800
(SEC. 36) 537	14,083	4,200
(SEC. 36) 538	14,912	4,200
(SEC. 36) 539	12,788	3,800
(SEC. 37A) REV. 712	8,395	3,100
(SEC. 37A) REV. 713	16,389	3,100
(SEC. 37A) REV. 714	17,998	3,100

**STORMWATER MANAGEMENT PERMIT APPLICATION**  
**2002 TABERNA - LOW DENSITY SUPPLEMENT REVISIONS**  
**ROBERT M. CHILES, P.E.**

Date **APPROVED** 7: A 8 of 2 P  
 No: 2002-00052471

**REVISED: COMBINED APPLICATION FOR PHASE 4 AND PHASE 6** Page **829**  
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**WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY**

LOT NUMBER	TOTAL LOT AREA (SQ FT)	TOTAL ALLOWABLE IMPERVIOUS (SQ FT)
(SEC. 37A) REV. 715	18,151	3,100
(SEC. 37A) REV. 716	13,518	3,100
(SEC. 37A) REV. 717	10,918	3,100
(SEC. 37A) REV. 718	10,265	3,100
(SEC. 37A) REV. 719	9,000	3,100
(SEC. 37A) REV. 720	9,750	3,100
(SEC. 37A) REV. 721	9,750	3,100
(SEC. 37A) REV. 722	9,000	3,100
(SEC. 37A) REV. 723	9,000	3,100
(SEC. 37A) REV. 724	9,000	3,100
(SEC. 37A) REV. 725	10,070	3,100
(SEC. 37A) REV. 726	11,487	3,100
(SEC. 37A) REV. 727	13,334	3,100
(SEC. 37A) REV. 728	17,191	3,100
(SEC. 37A) REV. 729	14,691	3,100
(SEC. 37A) REV. 730	12,194	3,100
(SEC. 37A) REV. 731	11,989	3,100