

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

Craven, NC - Document 30318
Becky Thompson, Register of Deeds
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AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE 7, THIRD ADDITION

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Fee Amt : 14.00

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 20th day of June, 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 7, Third Addition, recorded in Plat Cabinet G, Slide 102A, 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 the "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. **DUES.** Annual dues payable to the Association (pro-rated as appropriate) shall be due and payable upon each Lot upon the earlier to occur of the following:

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A. The first day of the month following the date of transfer of title to any 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 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 a one story structure, and 2,300 square feet for a two story structure, a minimum of 1,300 square feet of which must be located on the first living floor.

As more fully set out in the Master Covenants, no structures, including docks, piers, bulkheads or walkways shall be constructed without approval of the Committee. In addition to complying with all restrictions and guidelines contained in the Master Covenants, the following guidelines shall apply, in addition to any restrictions imposed by permits for construction procured by the applicant:

(a) no above grade structures shall be constructed beyond the rear minimum building envelope setback line as denoted on the Plat, except for permitted and approved docks, piers, walkways and bulkheads, which structure shall be built as close to grade as feasible; and

(b) walkway structures constructed over wetlands may not exceed six feet in width; and

(c) the maximum surface area for any dock shall be 192 square feet; and

(d) no structure extending over the water may extend a greater distance than twenty five percent of the channel width, as determined by regulations adopted under the Coastal Area Management Act.

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5. IMPERVIOUS SURFACE LIMITATIONS. The maximum impervious surface allowed on each of Lots 551A, 551B and 551D is 8,000 square feet. The maximum impervious surface allowed on Lot 551C is 7,000 square feet.

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 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. LOT 551. Lot 551 was previously depicted on that plat recorded in Plat Cabinet G, Slide 88-D, but was not made subject previously to the Master Covenants. The maximum allowed residential density for the previous Lot 551 (now Lots 551A, 551B, 551C and 551D) shall be four.

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

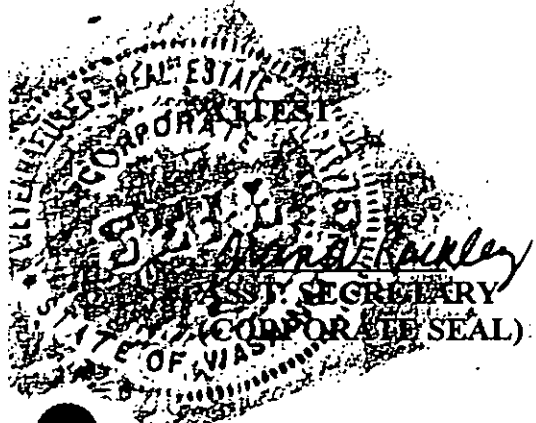
8. SURVIVAL. Except as specifically amended by this Amendment, all provisions of the Master Covenants, to the extent not limited therein to particular designated lots, and as the same may be amended from time to time, shall be fully applicable to all Lots, and the terms and conditions of the Master Covenants 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 and year first above written.

WEYERHAEUSER REAL ESTATE COMPANY

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



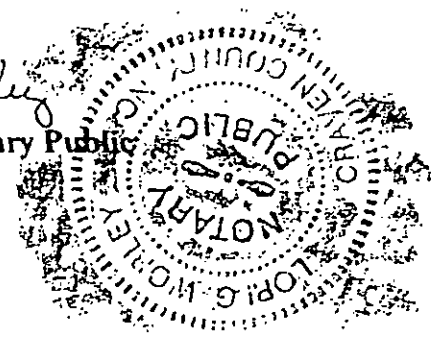
State of North Carolina, Craven County
The foregoing certificate(s) of [Signature] Lori G. Worley
[Signature]
is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, NC in Book 1762 Page 650
This 29 day of June A.D., 20 00 at 2:11 o'clock PM
[Signature] [Signature]
Register of Deeds Deputy Register of Deeds

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

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 28th day of June, 1999.

Lori G. Worley
Notary Public



My Commission Expires:
07-05-2004