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STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS 25.00
TABERNA - PHASE X, FIRST ADDITION .00

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 30TH day of June, 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").

RECITALS:

Declarant (through a predecessor Declarant, Weyerhaeuser Real Estate Company) 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 X, First Addition, recorded in Plat Cabinet G146, Slides G and H, Craven County Registry, including, without limitation, Lots 692 through 711, 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

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property so described, except as specifically modified herein. The Lots shown on the Plat shall be referred to herein as "Phase X, First Addition Lots." RD: 2002-00078004
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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.

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

B. January 1, 2003.

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. Declarant shall construct a berm on the Association Property located between Lots 692 through 698, and Emmen Road. Once constructed and vegetated, the Association shall maintain such berm vegetation in a slightly condition, as required by the Covenants. The Owner of any Lot wishing to increase the landscaping on the portion of the berm adjacent to his or her Lot may do so, as authorized by the Covenants, only upon approval given to the landscaping plan by the Committee, and upon of a finding of the Committee that there will be no additional maintenance requirements imposed upon the Association.

4. BUILDING RESTRICTIONS. All restrictions contained in the Master Covenants (with exception of those contained in paragraph 21) shall be fully applicable to Phase X, First Addition Lots, except as specifically modified hereby.

The minimum square footage of heated, enclosed living space for each approved Living Unit built upon a Lot shown on the

Plat shall be for Golf Course Lots, (Lots 699 through 706, and Lots 709 through 711) 2,000 square feet for single level homes and 2,200 square feet for two level homes, a minimum of 1,500 square feet of such space being located in the first living floor of each two level Living Unit. The minimum square footage of heated, enclosed living space for each approved Living Unit other than the Golf Course Lots shall be 1,800 square feet for single level homes and 2,000 square feet for two level homes, a minimum of 1,500 square feet of such living 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. For all purposes, Lots 699 through 706, and Lots 709 through 711 shall be considered lots fronting the golf course, as described in paragraph 21 of the Master Covenants.

5. IMPERVIOUS SURFACE LIMITATIONS. The amount of impervious surface allowed on each Lot shall be as set out on Attachment A attached hereto. These restrictions are imposed upon the Lots by the Department of Environmental Management of the State of North Carolina. 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. Furthermore, the limitations upon square footage shall be inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement, structures, and walkways of brick, stone or slate, not including wood decking thereon. 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.

Filling in or piping of any vegetative conveyances (ditches, swells, etc.), associated with the development, except for average driveway crossings, is strictly prohibited by any person.

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 X, First 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.

WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY

BY:

John M. Doughty
JOHN M. DOUGHTY, ASST. VICE PRESIDENT

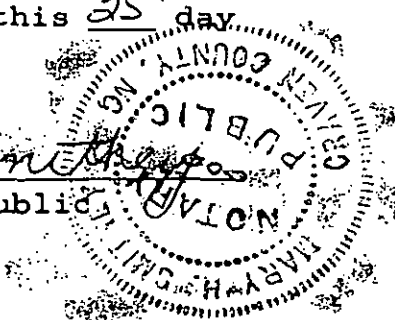
[Signature]
ASST. SECRETARY
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, MARY H. SMITHEY, a Notary Public of the County and State aforesaid, certify that CENNETH I. PEEBLY 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 25th day of July, 2002.

Mary H. Smithey
Notary Public


My Commission Expires:

3-27-07

State of North Carolina, Craven County
The foregoing certificate(s) of Above Notary

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 193 Page 224
This 25 day of July, A.D. 2002 at 2:40 o'clock PM
Becky Marlow *Marie Dick*
Register of Deeds / Asst/Deputy Register of Deeds

STORMWATER MANAGEMENT PERMIT APPLICATION
 2000 TABERNA - LOW DENSITY SUPPLEMENT
 ROBERT M. CHILES, P.E.

DATE OF ATTACHMENT: 11/11/01
 No: 2007-00048634
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REVISED: MODIFICATIONS TO THE APPROVED STORMWATER PERMIT
 NO. SW7001115 DATED APRIL 11, 2001
 TABERNA SECTION 25 - PHASE 10 20 LOTS
 WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY

LOT NUMBER	TOTAL LOT AREA (SQ FT)	TOTAL ALLOWABLE IMPERVIOUS (SQ FT)
692	26,687	6,000
693	23,549	6,000
694	23,738	6,000
695	22,696	6,000
696	21,567	6,000
697	19,793	5,800
698	21,433	6,000
699	25,685	7,000
700	17,801	6,000
701	21,111	6,000
702	22,313	6,000
703	23,467	7,000
704	24,621	7,000
705	25,621	7,000
706	30,345	7,000
707	18,870	5,800
708	21,469	6,000
709	29,495	7,000
710	25,202	7,000
711	21,938	6,000
TOTALS: 20 LOTS	467,401	126,600