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STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

Craven NC - DocuSign
Becky Thompson, Register of Deeds

AMENDMENT TO PROTECTIVE COVENANTS,
TABERNA - PHASE XI, SECTIONS 26, 28 & 29

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 20TH day of JULY, 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").

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 XI, Sections 26, 28 & 29, recorded in Plat Cabinet G, Slides 123-C and 123-D, Craven County Registry, including, without limitation, Lots 618 through 621 and 633 through 666, 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 XI Lots."

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.

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

B. January 1, 2002.

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 XI Lots, except as specifically modified hereby.

The minimum square footage of heated, enclosed living space for each approved Living Unit shown on the Plat shall be (for Golf Course Lots, Lots 618 through 621, Lots 633 through 641 and Lots 661 through 666) 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 618 through 621, Lots 633 through 641 and Lots 661 through 666 shall be considered lots fronting the golf course, as described in paragraph 21 of the Master Covenants.

Within any area designated as a "View Easement" there shall be allowed no structure of any kind to be constructed above ground, and no planting shall be allowed to be installed or maintained in excess of three feet in height from the natural grade. It shall be the responsibility of the owner of any Lot burdened by a View Easement to maintain any plantings within the View Easement at a height of three feet or less, regardless of whether or not such plantings were installed by the owner of the Lot, a third party, or occurred naturally.

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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 XI 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.

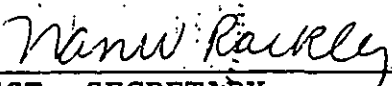
IN WITNESS WHEREOF, the undersigned have executed this instrument under authority duly given as of the day and year first above written.

WEYERHAEUSER REAL ESTATE DEVELOPMENT
COMPANY

BY: 

JOHN M. DOUGHTY, ~~SENIOR~~ VICE PRESIDENT

ATTEST:



ASST. SECRETARY
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

Date 07/24/2001 Time 11:38:37
No: 2001-00028258

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 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 20th day of July, 2001.

Lori G. Worley
Notary Public

My Commission Expires:

07-05-2004

WEYER\Taberna\PhaseXI.Amd
7/9/01

State of North Carolina, Craven County
The foregoing certificate(s) of 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 183 Page 604

This 24th day of July A.D., 2001 at 11:38 o'clock AM
Belen Thompson Charlene Hooper
Register of Deeds Asst/Deputy Register of Deeds

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

ATTACHMENT A

Date 07/24/2001 Time 11:39:37 6 of 7

REVISED: MODIFICATIONS TO THE APPROVED STORMWATER PERMIT
NO. SW7001115 DATED APRIL 11, 2001
TABERNA SECTIONS 28 & 29 - PHASE 11 34 LOTS
WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY

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LOT NUMBER	TOTAL LOT AREA (SQ FT)	TOTAL ALLOWABLE IMPERVIOUS (SQ FT)
633	22,220	6,000
634	20,752	6,000
635	21,678	6,000
636	21,395	6,000
637	21,112	6,000
638	20,244	6,000
639	21,430	6,000
640	20,619	6,000
641	24,404	6,000
642	18,979	6,000
643	29,404	6,000
644	18,059	5,400
645	17,552	5,400
646	17,505	5,400
647	18,113	5,400
648	18,113	5,400
649	19,524	5,400
650	19,089	5,400
651	18,060	5,400
652	18,060	5,400
653	18,558	5,400
654	20,282	6,000
655	32,903	6,000

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

ATTACHMENT A

Date: 07/24/2001 Time: 11:39:32 7 of 10

656	66,878	No: 2001-00000058 7,800
657	34,990	BOOK 1837 Page 610 5,800
658	44,496	5,800
659	48,583	6,000
660	29,119	6,000
661	37,506	6,000
662	22,133	6,000
663	19,812	6,000
664	18,389	6,000
665	19,950	6,000
666	27,716	6,000
TOTALS: 34 LOTS	847,627	198,600

TOTAL AREA OF PHASE 11 SECTIONS 28 & 29	980,972	SQ FT
TOTAL ALLOWABLE IMPERVIOUS ON LOT	198,600	SQ FT
STREETS & SIDEWALKS	73,264	SQ FT
% IMPERVIOUS	(271,864 / 980,972)	27.71 %