

STATE OF NORTH CAROLINA



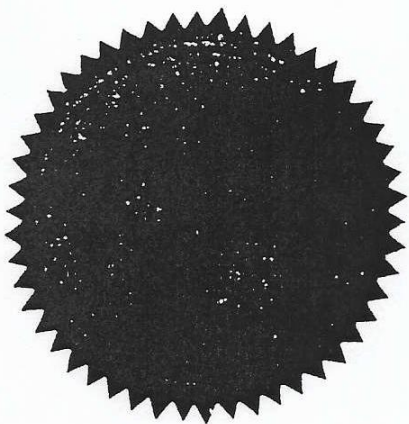
Department of The
Secretary of State

To all whom these presents shall come, Greetings:

I, Rufus L. Edmisten, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION
OF
TABERNA MASTER HOMEOWNERS ASSOCIATION, INC.

the original of which was filed in this office on the 9th day of October, 1995.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 9th day of October, 1995.

Rufus L. Edmisten

Secretary of State

95 278 5016

ARTICLES OF INCORPORATION
OF

TABERNA MASTER HOMEOWNERS ASSOCIATION, INC.

A Nonprofit Corporation

EFFECTIVE

FILED
3:01 pm
OCT 09 1995
RUFUS L. EDMISTEN
SECRETARY OF STATE
NORTH CAROLINA

The undersigned, being of the age of 18 years of age or more, acting as incorporator for the purpose of creating a nonprofit corporation under the laws of the State of North Carolina as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Nonprofit Corporate Act," and the several amendments thereto, does hereby set forth:

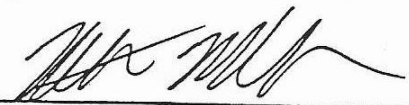
1. The name of the corporation is Taberna Master Homeowners Association, Inc.
2. The period of duration of the corporation shall be perpetual.
3. The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under Chapter 55A of the North Carolina General Statutes, as the same may be limited by the provisions of the Protective Covenants, Taberna, as the same may be amended from time to time of Record in the Office of the Register of Deeds of Craven County, North Carolina, and as further limited by the By-Laws of the Taberna Master Homeowners Association, Inc. as the same may be amended from time to time.
4. The owner of each Lot in the Taberna subdivision shall be a member of the corporation, as more fully specified in the Protective Covenants - Taberna and By-laws of Taberna Master Homeowners Association, Inc. as they may be amended from time to time.
5. The directors of the corporation shall be selected as set out in its By-Laws.
6. The initial registered and principal office of the corporation is 3317 A Highway 70 East, New Bern, North Carolina, 28560 (Post Office Box 3097), and the name of the initial registered agent at such address is Taylor H. Downey.
7. The initial Board of Directors of the corporation shall consist of three (3) members. They are: Taylor H. Downey, P.O. Box 3097, Craven County, New Bern, North Carolina 28564, Paul D. Hylton, P.O. Box 3097, Craven County, New Bern, North Carolina 28564, Janice J. Jordan, P. O. Box 3097, Craven County, New Bern, North Carolina, 28564.
8. The incorporator is Kenneth M. Kirkman, 710 Arendell Street, Post Office Box 1347, Carteret County, Morehead City, North Carolina 28557.

9. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

10. No part of the net earnings of the organization shall inure to the benefit of its members, directors, officers or other persons except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes of the organization.

This the 29th day of September 1995.

BY:


KENNETH M. KIRKMAN,
Incorporator (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, Cathy L. Ballard, a Notary Public, do hereby certify that KENNETH M. KIRKMAN personally appeared before me this day and acknowledged the due execution of the foregoing Articles of Incorporation.

WITNESS my hand and notarial seal this the 29 day of September, 1995.

Cathy L. Ballard
Notary Public

My Commission Expires:

10/2/96

This is to certify that this is a true and exact copy of the foregoing Articles of Incorporation of Taberna Master Homeowners Association, Inc. A Nonprofit Corporation.

Cathy L. Ballard
Cathy L. Ballard, Notary Public
My Commission Expires 10-2-96

BY-LAWS

OF

TABERNA MASTER HOMEOWNERS ASSOCIATION, INC.

ARTICLE I: ASSOCIATION MEMBERS: MEETINGS

Section 1. Members and Voting Rights. Each owner of a numbered subdivision lot described in the Protective Covenants, Taberna, as recorded in Book _____, Page _____, Craven County Registry, as the same may be amended from time to time to include additional properties (the "Covenants"), shall be a member of the Association. The membership of the Association shall consist of all of the owners of such numbered lots. Each owner shall be entitled to one vote for each lot (hereinafter referred to as the "Lot") owned by him, but there shall be only one vote allowed per Lot. There shall be one person with respect to each Lot who shall be entitled to vote at any meeting of the Association. Such person shall be known as the "voting member." The voting member shall be selected by agreement of the owners of the affected Lot, or by the Association if no agreement is reached among the owners of the individual Lot. To the extent that Living Units under the North Carolina Condominium Act are subjected to the Covenants, the owner of each Living Unit shall be considered, for purposes of voting and payment of assessments, the owner of a Lot.

Section 2. Transfer of Membership. The Association shall not issue stock. Membership in the Association may be transferred only as an incident to the transfer of title to a Lot as and in the manner provided for by the Covenants and these By-Laws, and, upon compliance with all of the terms thereof, transfer of membership shall become effective if made in accordance with the foregoing, upon the recordation of a deed of conveyance to the said Lot, or upon the passing of legal ownership if transfer of ownership is accomplished other than by deed of conveyance.

Section 3. Annual Meeting. The first annual meeting of the Lot owners shall be held on the third Saturday in the month of September of 1996, or at such other date prior to December 31, 1996, as established by Declarant (as defined in the Covenants). An annual meeting shall be held each year thereafter, on a date established by the Board of Directors. Should no contrary date be established, and notification given, the annual meeting shall be on the third Saturday of the month of September of each year. The location of the meeting shall be at a designated location within the Taberna development unless the Association shall specify a different location in writing to the Lot owners. Voting by proxy shall be allowed. A quorum for any Association member meeting, regular or special, shall be twenty-five percent (25%) of the Lots whether the same shall be present in person or by proxy.

regular or special, shall be twenty-five percent (25%) of the Lots whether the same shall be present in person or by proxy.

Section 4. Special Meeting. A special meeting of the Lot owners may be called at any time by the President or by a majority of the Board of Directors, and shall be held at such place as is designated by the President or a majority of the Board of Directors, and stated in a written notice. No special meeting shall be called unless the Secretary of the Association shall have mailed to or served upon all of the Lot owners written notice of the said meeting at least twenty (20) days prior to the date of the meeting. All notices shall be mailed to or served at the address of each Lot owner as it appears on the books of the Association.

ARTICLE II - DIRECTORS

Section 1. Directors. The initial number of directors of the Association shall be three (3). The number of directors of the Association shall increase to five (5) as of the first annual meeting following the conveyance of the one hundredth (100th) Lot within Taberna; the number of directors shall increase to seven (7) as of the first annual meeting following the conveyance of three hundred (300) Lots within Taberna. It shall be the objective of the Association to provide a wide range of representation of the Board of Directors of the Association from among different communities within Taberna, and from among different use categories of owners, such as permanent residence, second home residence, lot owners and homeowners. In order to achieve this objective, the nominating committee shall use best efforts to nominate candidates from these different segments of the Taberna community.

Section 2. Selection. The directors named in the charter of this Association shall serve until the first annual meeting of the Association.

Beginning with the first annual meeting of the Association, all directors, except directors designated by Declarant, shall be selected by vote of all Lot owners. Cumulative voting shall not be allowed. All directors designated by Declarant shall be designated for a one (1) year term; all other directors selected by election shall be elected for two (2) year terms. Prior to the first annual meeting, Declarant, acting as a nominating committee, shall nominate from among Lot owners other than Declarant an equal number of candidates as there are directors to be elected; each year thereafter, a nominating committee selected by the Board of Directors of the Association shall nominate an equal number of candidates as there are directors to be elected. A list of nominees of the nomination committee shall be circulated to the owners with the notice of annual meeting. Each such nominee must have consented to stand for election. Additional nominations from the floor will be accepted prior to the election; however, no nomination from the floor will be accepted, unless the nominee is

in attendance personally at the meeting, or has given in advance of the meeting written agreement to serve if elected.

At the first annual meeting of the Association, Declarant shall select all but one (1) director, and the Lot owners (exclusive of Declarant) shall select one (1) director. Declarant shall continue to select all but one (1) director, and the members, exclusive of Declarant, elect one (1) director, until the earlier to occur of the following:

1. The 1998 annual meeting; or
2. The first annual meeting at which the number of directors increases to five (5).

At such time, and until such time as the number of directors increases to seven (7), Declarant shall select three (3) directors, and the members, exclusive of Declarant, shall elect two (2) directors.

At such time as the total number of directors increases to seven (7), Declarant shall select four (4) directors, and the members (exclusive of Declarant) shall select three (3) directors. This selection process and election shall continue until such time as seven hundred (700) Lots have been conveyed by Declarant to third parties. At the first annual meeting thereafter, Declarant shall select three (3) directors, and the members shall elect four (4) directors. At each annual meeting following conveyance of additional fifty (50) Lot increments, the number of directors selected by Declarant shall decrease by one (1), and the number of directors elected by the members shall increase by one (1). Notwithstanding any other provision contained herein, the members shall select all but one (1) Director beginning with the annual meeting held in 2008; the members shall begin selecting all Directors at such time as Declarant is actively offering for sale within Taberna no lots owned by Declarant. Should Declarant, by written statement delivered to the Association and recorded in the Office of the Register of Deeds of Craven County, elect to limit the total number of combined Lots and Living Units within Taberna to a number less than Eight Hundred Twenty Five (825), which reduced number shall be so specified in such notice, then and in that event the time at which four (4) directors are elected by the membership, as specified above, shall be accelerated. In such event, and instead of such election being made at the first annual meeting following the conveyance of seven hundred (700) Lots, such election shall be made at the first annual meeting following conveyance of a number of Lots equal to seven hundred (700) less the difference between nine hundred (825) and the newly determined maximum number of Lots. As an example, if the maximum number of Lots is established as Eight Hundred (800) instead of Eight Hundred Twenty Five (825), the membership shall elect four (4) directors at the first annual meeting following the conveyance of Six Hundred

Seventy Five (675) Lots. Declarant may reduce the maximum number of Lots by recordation of more than one statement at different times. As used herein, any successor in development rights to Declarant, assigned such rights by Declarant, shall be considered Declarant for all purposes.

Declarant shall not cast votes for directors not selected by Declarant as long as Declarant is entitled to select a majority of the directors; however, Declarant shall be entitled to cast one (1) vote for each Lot owned by Declarant in any election after Declarant is not entitled to select a majority of the directors. Declarant shall not, however, cast any vote for a shareholder or employee of Declarant.

Notwithstanding any other provision contained herein, the membership shall elect all Directors at any time following the recordation in the office of the Register of Deeds of Craven County of a statement properly executed by Declarant transferring this right to the members and to the Association.

All directors elected by the Association membership shall be owners of Lots. Directors selected by Declarant need not be owners of Lots within Taberna. Directors may be re-elected.

Section 3. Removal and Vacancies. Declarant may remove at any time any director selected by Declarant; directors elected at an annual meeting may be removed at any time upon affirmative vote of a majority of the Lots entitled to vote, with or without cause. In the event of any removal, resignation or vacancy in any of the directorships, the remaining members of the Board of Directors shall elect a person to serve as a successor to the removed, resigned or vacant office, who shall hold office for the balance of the unexpired term, and shall succeed to a membership in the Board of Directors for the same term, except that Declarant shall name the replacement of any director removed, which director was appointed by Declarant. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors, and such election shall be subject to the requirements of Section 2 above.

Section 4. Annual Meetings. The annual meeting of the Board of Directors shall be held at such place as may be agreed upon by the Board of Directors, and shall be held immediately following the adjournment of the annual meeting of the Lot owners.

The Board of Directors may establish a schedule of regular meetings to be held at such place as the Board of Directors may designate, in which event no notice shall be required to be sent to the said Board of Directors of said regular meetings once said schedule has been adopted.

Section 5. Special Meetings. Special Meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving three (3) days notice, in writing or by telephone call, to all of the members of the Board of Directors of the time and place of said meeting, said notice to be served on each member of the Board of Directors by the Secretary of the Association. By unanimous consent of the Board of Directors, a special meeting of the Board of Directors may be held without notice at any time or place. All notices of special meetings shall state the purpose of the meeting.

Section 6. Quorum. A quorum for the transaction of business at any regular or special meeting of the Board of Directors shall consist of a majority of the members of the Board.

A majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time, provided that written notice of the new time, date and place shall be mailed to or personally served on each member of the Board of Directors by the Secretary of the Association at least three (3) days prior to the time fixed for said meeting.

Section 7. Compensation. The officers and directors of the Association shall serve without compensation solely for holding such office.

ARTICLE III. OFFICERS: POWERS AND DUTIES

Section 1. The President. He shall be the Chief Executive Officer of the Association; he shall preside at all meetings of the Lot owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts of the Association and shall perform and have the powers necessary to perform all of the duties incident to this office and that may be delegated to him from time to time by the Board of Directors.

Section 2. The Vice-President. He shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 3. The Secretary-Treasurer.

(a) He shall issue notices of all Board of Directors meetings and all meetings of the Lot owners; he shall attend and keep the minutes of the same; he shall have charge of all of the Association's books, records and papers.

(b) He shall have the custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and he shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

(c) He shall disburse the funds of the Association as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(d) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(e) He shall also give status reports to potential transferees, on which reports the transferees may rely. The liability of the Lot owners shall continue until the transfers have been approved, and all such transferees shall be deemed liable for past due assessments (other than institutional mortgagees or purchasers at institutional mortgage foreclosure sales).

Section 4. The Secretary-Treasurer. The office of the Secretary-Treasurer may be divided between two individuals, one Secretary and one Treasurer.

Section 5. Manager. If the Association elects to hire a manager, any or all of the duties set out herein may be transferred to such manager, upon proper supervision and safeguards by the officers. These duties may only be transferred with the authorization and approval of the Board of Directors. However, the Association may not delegate to the manager the authority to borrow money or to sign conveyances.

Section 6. Bond. All officers or other employees who are authorized to sign checks may be bonded in an amount equal to the total anticipated assessment for a full year, and such bond shall be a common expense of the Association.

Section 7. Selection of Officers. The officers shall be selected by the Board of Directors at the annual meeting of the directors, and may or may not be from the ranks of the directors. Each officer shall serve at the pleasure of the Board of Directors.

Section 8. Qualification of Officers. An officer need not be a Lot owner. At least two of the officers shall be Lot owners or a named representative of Declarant. No Lot owner shall be eligible for election as an officer if he is more than 15 days

delinquent in the payment of any assessment. A transfer of title of his Lot by an officer who is a Lot owner shall automatically operate as his resignation as an officer.

Section 9. Committees. The officers shall request approval of the directors to establish standing committees, and shall submit to the directors nominees for service on such committees. The Architectural Control Committee shall consist of a minimum of three members. All other standing committees shall consist of the number of members deemed appropriate by the Board of Directors upon recommendation of the officers. Members of any committee may or may not be Lot owners, and may or may not be either officers or directors. All committee members shall serve at the pleasure of the directors.

ARTICLE IV. POWERS OF THE ASSOCIATION

The Association, acting through the Board of Directors, shall have the following powers:

Section 1. Covenants. All of the powers specifically set forth in the Covenants and all of the powers incidental thereto.

Section 2. By-Laws. All of the powers specifically set forth in these By-Laws and all of the powers incidental thereto.

Section 3. Miscellaneous Powers.

(a) to use and expend the assessments collected to carry out the purposes and powers of the Association.

(b) to employ attorneys, accountants and other professionals as the need arises.

(c) to employ and terminate the employment of workmen, janitors, gardeners, managers and such other agents and employees to carry out the powers of the Association, and to purchase supplies and equipment therefor.

ARTICLE V. FINANCE AND ASSESSMENTS.

Section 1. Depository. The funds of the Association shall be deposited in a bank designated by the Board of Directors, in an account for the Association under resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by any designated officer(s) or agent(s) of the Association. All notes of the Association shall be signed by any two of the officers of the Association.

Section 2. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 3. Determination of Assessments.

(a) As more fully set out in the Covenants and in the Articles of Incorporation for the Association, the Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Association. Common expenses shall include expenses for the operation, maintenance, repair, or replacement of the common areas and facilities, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, taxes until separately assessed, and any other expenses designated as common expense from time to time by the Board of Directors of the Association, and as allowed by the Articles of Incorporation of the Association and the Covenants.

The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments, and to lease, maintain, repair, and replace the common elements of the Association. Said assessments shall be payable monthly or quarterly or annually, in advance, as ordered by the Board of Directors.

(b) When the Board of Directors has determined the amount of any special assessment, the Secretary-Treasurer of the Association shall mail or present a statement of the assessment to each of the Lot owners. All assessments shall be payable to the Association in care of the Secretary-Treasurer of the Association, or as otherwise directed from time to time by the Association.

(c) The Board of Directors, in preparing its annual budget, is expressly directed to establish a capital improvement and repair fund for utilization by the Association in the maintenance, improvement, and repair of the common properties or properties it maintains. Special assessments may be for any purposes, including capital improvements or repairs, to the extent adopted in accordance with the procedures set out in the Covenants.

(d) The Board of Directors shall provide a copy of the annual budget of the Association to each Lot owner no later than the end of the first month of each fiscal year of the Association. No owner approval of said budget shall be required.

Section 4. Delinquent Assessments. In the event an assessment is not paid within thirty (30) days of the date it is

Correction
Amended
to 18/6

due and payable, the Association, through its Board of Directors, may proceed to enforce and collect the said assessment, plus interest at the rate of 12% per annum against the Lot owner owning the same in any manner allowed by North Carolina law, or as allowed by the Covenants or these By-Laws.

Section 5. Collection and Enforcement. In connection with any assessment, the Association shall have all of the powers, rights, privileges and legal remedies provided for by the Covenants and North Carolina law concerning collection and enforcement. Further, in this connection, each Lot owner shall be liable for his assessment in the same manner provided for by the Covenants, and shall likewise be responsible for reasonable attorney's fees, interest and costs incurred by the Association incident to the collection of such assessment or enforcement of any lien held by the Association for unpaid assessments.

Section 6. Foreclosure. Where the mortgagee of a first mortgage of record or other purchaser of a Lot obtains title to a Lot as a result of foreclosure of a first mortgage (or deed in lieu of foreclosure) such purchaser, including his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such purchaser. Such unpaid share shall be deemed to be common expenses collectible from all of the Lot owners, including such purchaser, his successors and assigns.

Section 7. Loans. Notwithstanding any other provision contained herein, to the extent the Association, upon full payment of dues by Declarant, has a shortfall in operating revenues, Declarant shall be allowed to lend to the Association a sum of money not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), which sum shall be repaid with an interest rate of seven percent (7%) per annum, over a repayment schedule mutually agreeable to Declarant and the Association. No such loan shall be made without majority approval of the members of the Board of Directors of the Association not selected by Declarant, and any such loan shall be evidenced by written Promissory Note executed by the Association and Declarant. Notification of such loan shall be given to all members.

Section 8. Special Assessments. The Association shall have the right to levy special assessments as set out in the Covenants. No special assessment shall be approved, however, until the number of Lots and Living Units within Taberna equals or exceeds three hundred (300). Thereafter, special assessments shall be payable only on Lots and Living Units actually made subject to the provisions of the Covenants, and no such special assessment shall be paid by Declarant on the basis of additional Lots or Living Units utilized by the Association for the purpose of preparing its budget and establishing its annual dues.

ARTICLE VI. VIOLATIONS.

In the event of a violation (other than the nonpayment of an assessment) by a Lot owner of any of the provisions of the Covenants, these By-Laws or any other rules of the Association, the Association, by direction of its Board of Directors, may notify the Lot owner of such by written notice, sent registered or certified mail, return receipt requested, and if such violation shall continue for a period of ten (10) days from the date of such notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Covenants, the By-Laws, or the rules of the Association, as the case may be, and the Association may then, at its option, have the following elections: (i) an action at law to recover for damages on behalf of the Association or on behalf of the other Lot owners; (ii) an action in equity to enforce performance on the part of the Lot owner; or (iii) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the Association to maintain such an action at law or in equity within 45 days from date of a written request, signed by a Lot owner, sent to the Board of Directors, shall authorize any Lot owner to bring an action in equity or suit at law on account of the violation, in the manner provided for by North Carolina law. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter.

ARTICLE VII. NOTICE.

Except as otherwise provided herein, whenever notices are required to be sent hereunder, the same shall be sent to the Lot owners by the U.S. Mail, at their place of residence as listed with the Association. All notices to the Association shall be sent to the mailing address designated by the Board of Directors as their address for notices. All notices shall be deemed and considered sent when mailed. Any party may reserve the right to change the place of notice to him or it by written notice, in accordance with the terms and provisions of this Article. Each Lot owner shall keep on record with the Association a current mailing address and shall notify the Association of any changes therein.

ARTICLE VIII. AMENDMENTS TO BY-LAWS.

These By-Laws may be amended in the same manner as the Covenants may be amended, and with the same restrictions on amendment thereon. No amendment shall be effective without consent of Declarant until such time as Declarant selects one (1) or fewer members of the Board of Directors of the Association. No Amendment shall be allowed at any time relating to Article V, Sections 7 and 8, without the consent of Declarant.

ARTICLE IX. ADMINISTRATION.

Notwithstanding anything contained in these By-Laws to the contrary, Declarant as defined in the Covenants or its assigns shall be responsible for the administration of the Association until such time as the first annual meeting of the members of the Association. Declarant shall designate the date, and give notice, of the first annual meeting of the Association, if such first annual meeting is to be held at a time other than as set out in Article I, Section 3, of these By-Laws.

ARTICLE X. RULES.

Section 1. Nothing contained within these By-Laws or the rules established hereunder shall prohibit rental by the owner of a residential dwelling constructed on any Lot. However, it is understood that in order to maintain the value of the Lots conveyed, and to preserve the enjoyment of the property for owners and renters alike, certain guidelines can be established by the Association for the handling of renters, and for the protection of the Association and its members. These rental guidelines shall be included within the rules of the Association, and shall have the same force and effect as other rules. The owner of every unit utilized for rental purposes shall give written notice to the Association of the name and address of the renters of such unit.

Section 2. The owner of any Lot shall be responsible for the conduct for all guests and renters.

Section 3. The Association acting by its Board of Directors may adopt additional rules relating to utilization of any Lot or any common property (including any street), all as more specified in the Covenants. All rules adopted shall be enforceable as though said rule were specifically delineated within these By-Laws or the Covenants.

ARTICLE XI. INDEMNIFICATION.

Any person who at any time serves or has served as a director, officer, employee or agent of the Association, or in such capacity at the request of the Association for any other association, partnership, joint venture, trust or other enterprise, shall have a right to be indemnified by the Association to the fullest extent permitted by law against (a) reasonable expenses, including attorney fees, actually and necessarily incurred by him in connection with any threatened or pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the Association, seeking to hold him liable by reason of the fact that he is or was acting in such capacity, and (b) reasonable payments made by him in satisfaction of any judgment, money decree, fine,

penalty, or settlement for which he may become liable in any such action, suit or proceeding.

The Board of Directors of the Association shall take all such action as may be necessary and appropriate to authorize the Association to pay the indemnification required by these By-Laws, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him and giving notice to, and obtaining approval of, the members of the Association.

Any person who at any time after the adoption of these By-Laws serves or has served in any of the aforesaid capacities for or on behalf of the Association shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provisions of these By-Laws.

The Association shall have authority to assess the members of the Association, in the manner of a special assessment, to collect monies necessary to carry out its obligations in accordance with the indemnity provisions of this Article. Such assessment may be made, however, without vote of the members as is required for other special assessments, as the payment of such obligation is an obligatory, and not optional, payment of the Association.

APPROVED AND DECLARED AS BY-LAWS OF
TABERNA HOMEOWNERS ASSOCIATION, INC.

Secretary (SEAL)

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STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

PROTECTIVE COVENANTS
TABERNA

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS, dated for purposes of reference only this 13th day of November 1995, by WEYERHAEUSER REAL ESTATE COMPANY, a corporation qualified to do business in the State of North Carolina (hereinafter "Declarant").

RECITALS:

Declarant is the owner of real property generally known as Taberna, which property, including the property of the Taberna Golf Club, consists of approximately 1100 acres. The property is more fully described on Exhibit A attached hereto, which property will be referred to herein as "Taberna." It is the plan and intent of Declarant to develop a residential subdivision in several phases consisting of approximately 800 residential living units, plus amenities and service facilities therefore, within Taberna.

It is the plan and intent of Declarant to make available to owners within Taberna certain active and passive recreational amenities. In order to minimize the Homeowner's Association dues that will be paid by owners within Taberna, the active recreational amenities will be owned and maintained by a third party, not the Association. Owners within Taberna will be allowed the privilege of utilizing certain of these active recreational amenities by becoming a member of the Taberna Golf Club, and upon payment to the Taberna Golf Club of fees, dues and charges as may be established from time to time. In order to minimize these fees, dues and charges, membership in the Taberna Golf Club will be available both to owners within Taberna and to non-owners. IT IS NOT THE INTENT OF DECLARANT TO SUBJECT THE PROPERTY OF THE TABERNA GOLF CLUB TO THE PROVISIONS, RESTRICTIONS AND CONDITIONS CONTAINED WITHIN THESE PROTECTIVE COVENANTS.

Other passive recreational amenities will be owned by the Association, and, subject to rules and regulations adopted by the Association, will be available for utilization by all owners within Taberna, or will provide open spaces and green areas for the benefit of owners within Taberna. The upkeep and maintenance of these passive recreational areas will be the responsibility of the Association.

The primary active recreational facility will be the Taberna Golf Club. It will consist of and include the real property, fixtures and improvements constituting the eighteen hole

golf course constructed at Taberna, including all buildings and other structures appurtenant thereto intended to assist in the maintenance of the golf course and the storage of golf course equipment, and further including all golf practice areas. Associated with the Taberna Golf Club will be a club house ("Club House"), containing the golf pro shop and snack bar, and further associated with the Taberna Golf Club will be tennis courts and a swimming pool. As used herein "Taberna Golf Club" shall include the golf course, all its appurtenant structures, the Club House, swimming pool and tennis courts. Ponds located on the property on the Taberna Golf Club will be owned and controlled by the Taberna Golf Club, and shall not be considered property of the Association, nor shall such ponds be available for utilization by owners within Taberna, except as specifically allowed by the owners of the Taberna Golf Club.

There will be delineated on each subdivision plat made subject to these Protective Covenant areas denoted on said plats as "Association Property." All such property shall be conveyed to the Association. To the extent such properties are denoted on any such subdivision plat as "Association Property (Green)," or "Green Area," such properties shall be maintained by the Association in "green" condition, either natural or landscaped, and such shall only be utilized by owners within Taberna, subject to rules and regulations adopted by the Association, to provide open spaces, attractive vistas, separation of streets and construction from residential areas, noise barriers and/or routes for non-vehicular transportation from Community to Community within Taberna. There may be constructed on Association Property (either Green or not) berms for purpose of screening view or deflecting noise. The Association shall maintain these berms in a sitely condition. However, notwithstanding any other provision contained herein, but with the prior approval of the Committee, any owner facing the rear of any such berm may landscape or manicure such berm, if done in a way not to increase the maintenance responsibilities or obligations of the Association. If the suffix "Green" is not included, the Association may allow active recreational utilization of such areas, subject to rules and regulations adopted by the Association to protect the peace and tranquility of Taberna, and further subject to restrictions contained herein, or in amendments to these Protective Covenants annexing such properties to the terms and conditions hereof. If an area on a Lot denoted "Green Area" or "Vegetated Green Area" such area shall be maintained by the owner of the Lot in a natural condition.

It is the intent of Declarant to include within Taberna a non-vehicular route for allowing pedestrian and/or bicycle connections among the Communities within Taberna. This Pedestrian Access System may transverse Association Property and Lots, and shall be maintained in usable condition by the Association. The owner of any Lot subject to an easement for the Pedestrian Access System shall maintain such area as a part of his yard, and shall

take no action to interfere with the normal use of the Pedestrian Access System or those entitled to such use. The owner of any Lot subject to an easement for This Pedestrian Access System, as well as all Association Properties with structures or facilities constructed thereon, shall jointly be referred to here in as "Amenities." The Pedestrian Access System will be located, in part, on areas denoted "Pedestrian Easement" on recorded plats.

It is the intent of Declarant to include within Taberna areas with a common identity. These areas will generally be referred to by a particular name or designation "at Taberna," and will typically consist of areas with a similar lot sizes, or including similar types of Living Units with availability of certain shared facilities not available to all owners within Taberna. Each of these distinct areas shall be generally referred to, herein as Communities.

In order to enforce the provisions of these Protective Covenants, including but not limited to the architectural control standards established herein, in order to maintain Taberna in a clean and attractive condition, in order to own, manage and maintain the Association Properties, including the amenities, and to further provide an organization for the benefit of the owner of each Living Unit and Lot within Taberna, Declarant has chartered a North Carolina non-profit corporation named Taberna Master Homeowners Association, Inc. (the "Association"). The owner of each Lot or Living Unit within Taberna is and shall be a member of the Association, and the owner of each such Lot or Living Unit is and will be obligated to pay dues and assessments to the Association for the benefit of the Association and every owner within Taberna. The organization and operation of the Association is described in these Protective Covenants and in the By-Laws of the Association.

It is the desire and intention of Declarant, for its benefit and for the benefit of the purchaser of each Lot and Living Unit within Taberna, and with the objective of preserving the value of each Lot, to restrict the utilization of and improvements within Taberna in accordance with the guidelines established herein. Therefore, Declarant hereby subjects the property described hereinafter to the terms and provisions of these Protective Covenants for the use and benefit of all present and future owners of Lots and Living Units within Taberna.

As used herein, the word "Lot(s)" shall mean and refer to any Lot made subject to the provisions of these Protective Covenants designated for construction thereon of a residential Living Unit within Taberna, as shown on a recorded subdivision map of record in the Office of the Register of Deeds of Craven County. The term "Living Unit(s)" shall mean a structure or part of a structure designed and constructed for utilization by a single family, whether detached or attached to another Living Unit,

whether located on a Lot or located on a tract of land undivided into separate Lots. Where rights are granted to or obligations imposed upon the owner of a "Lot" the term shall include the term "Living Unit" thereon, if any; likewise, reference to a Living Unit shall, where the context is appropriate, also be interpreted to include the Lot upon which such Living Unit has been constructed. The Taberna Golf Course shall for no purposes be deemed a Lot or a Living Unit.

1. DESCRIPTION. These Protective Covenants shall run with the land and shall bind and inure to the benefit of the owner of each Lot and Living Unit within that portion of Taberna made subject hereby to the terms and provisions of these Protective Covenants and any amendment hereto, and the property currently made subject to these Protective Covenants is more fully described on Exhibit B attached hereto, and made a part hereof for all purposes.

2. ADDITIONAL PROPERTIES. Declarant reserves the right to subject additional properties to the terms and provisions of these Protective Covenants by recordation of an amendment hereto specifically describing such property. The property which may be made subject to the terms and provisions of these Protective Covenants is described on Exhibit A attached hereto, but may include additional adjacent properties thereto (adjacent being defined as inclusive of properties across a right of way or water body). All or any part of such property may be subjected hereto; such property may be subjected hereto in one or more sections. However, to the extent that any portion of such property has not been subjected to the terms and provisions of these Protective Covenants by recordation of an amendment to these Protective Covenants in the office of the Register of Deeds of Craven County, which amendment specifically exercises such right, on or before December 31, 2008, this right shall terminate. Lots and Living Units made subject to the terms and provisions of these Protective Covenants by amendment shall be liable for payment of dues as specified in such amendment; but in no event, except as specifically provided for herein, shall dues for Lots and Living Units within each Community be payable later than the conveyance by Declarant of any Lot or Living Unit within said Community to a third party. Notwithstanding this provision, to the extent that Declarant conveys unsubdivided property or multiple Lots to a third party builder/developer for the purpose of such third party constructing thereon Living Units, said property need not be subjected to the terms of these Protective Covenants until such time as Living Units are constructed thereon, and dues need not be paid until such time as specified in the amendment subjecting such properties to the terms of these Protective Covenants, which time may be at time of conveyance of such Living Unit to a third party following completion of construction.

Declarant may alter or change the particular building and site utilization restrictions and provisions contained within these

Protective Covenants for different Communities within Taberna. The particular building restrictions and site utilization restrictions contained within the amendment hereto subjecting additional property to the terms and conditions hereof shall be binding upon the properties described in such amendment; to the extent that there are no such modifications contained in such amendment, however, all of these terms, provisions and conditions, including all building restrictions and site utilization restrictions contained herein, shall be fully applicable to such annexed properties. Notwithstanding this right of the Declarant to impose different restrictions on properties annexed hereto, all such annexed properties shall be subject to the architectural standards and review procedures contained in Section 5 of the Protective Covenants, and shall further be made subject to the following restrictions (it being the intent of Declarant not to annex the Taberna Golf Club to the provisions of the Protective Covenants):

A. Except as more fully set out in this sub-paragraph, all Lots shall be limited to residential utilization only. There is shown on the plat of Phase I of Taberna, dated August 11, 1995 (Exhibit B attached hereto) three tracts labeled Weyerhaeuser Real Estate Company Commercial. Two of those tracts are located between US Highway 70 and the Atlantic and North Carolina Railroad right-of-way, and the third tract is more fully described on Exhibit A-1 attached hereto. Non-residential usage shall be allowed on those three tracts. Nothing shall prohibit the utilization of property within Taberna for recreational purposes, with facilities appurtenant thereto.

B. The owner of each Lot and Living Unit must be a member of the Association. Nothing herein or in any amendment hereto shall obligate the owner of any non-residential property to be a member of the Association.

C. The owner of each Lot and Living Unit must pay dues and assessments to the Association as specified within these Protective Covenants. Nothing contained herein or in any amendment hereto shall obligate the owner of any non-residential property to pay dues or assessments to the Association, but contributions for road maintenance may be required by agreement between Declarant and the owners of such non-residential tracts.

D. There shall be no more than Eight Hundred Twenty Five (825) Living Units within the property described on Exhibit A.

No amendment hereto annexing additional properties shall in any way alter any of the terms, provisions or conditions of these Protective Covenants as the same relate to the property described in Section 1 hereinbefore. Any amendment altering such terms, provisions or conditions relating to the property described in Section 1 hereinbefore must be adopted in accordance with the provisions of Section 9 hereinafter.

3. SINGLE FAMILY UTILIZATION. This Protective Covenant restricts all numbered Lots subjected to its terms to use only for residential purposes. All Living Units shall either be single family structures, or shall be included within buildings containing no more than four (4) Living Units. No Living Unit constructed within any Community shall be utilized for commercial purposes, except that Declarant or its assigns shall be entitled to use any structure located within Taberna for purposes relating to the sale of property within Taberna. While it is not the intent of this Protective Covenant to prevent joint ownership of Lots, Living Units, or ownership by a corporation, partnership, limited liability company, or trust, it is specifically prohibited that any living Unit be utilized in the nature of a time share or use share accommodation. The Association shall have the specific authority to adopt rules prohibiting or restricting the utilization of a Living Unit by multiple families either at the same time or in alternating time frames to the extent that such utilization has a likelihood of increasing traffic within Taberna or promoting utilization of a Living Unit by more than a number of persons which can reasonably be accommodated by such Living Unit in the manner of a single family residence utilized for permanent or second home residential purposes.

4. BUILDING AND SITE RESTRICTIONS. There shall be established as a committee of the Association an Architectural Control Committee ("Committee"). The Committee has adopted building guidelines for utilization and evaluation of proposed landscaping and construction plans. The Committee must give prior approval to the removal of any tree of a size of six inches or more in diameter, measured one foot above normal ground elevation at the location of said tree, from any Lot and must give approval to the construction of any improvement or structure on any property subjected hereto, in accordance with the procedures described in Section 5 of these Protective Covenants, except that no approval shall be required of any Living Unit or other structure constructed by Declarant. In addition, the following restrictions shall apply:

A. No detached garage, storage shed, or carport shall be permitted on any Lot unless architecturally compatible with the primary Living Unit to which it is appurtenant. No such structure shall be constructed prior to the construction of the primary Living Unit on the Lot.

B. No more than one (1) Living Unit shall be allowed per Lot, unless within a Community specifically reserved, as set out in said amendment, for construction of buildings containing multiple Living Units.

C. All Living Units must be constructed in accordance with standards for single family homes included in the North Carolina Uniform Residential Building Code, notwithstanding whether or not such homes are constructed in whole or in part on

site. No home may be moved onto any Lot if such home has previously been occupied and used as a Living Unit elsewhere. No mobile home (home built in accordance with manufactured home standards imposed by the Federal Construction and Safety Standards Act) or other structure designed for transportation on attached axles and wheels shall be located on any Lot.

D. No sign shall be allowed on any Lot so as to be visible from any street right of way or any adjoining property or Amenity, except the following signs, which shall be allowed:

(1) one (1) sign per Lot, no greater than six square feet in size, specifying the general contractor actually constructing a Living Unit on such Lot. Such sign must be removed upon issuance of a certificate of occupancy for the Living Unit;

(2) one (1) sign per Lot or Living Unit identifying the property upon which such sign is placed only by the name of the owner and a street number. Such sign must be constructed at a size, and to specifications and styles, established by the Committee, and must be located in a place specified by the Committee;

(3) one (1) project sign for any Community or similar development site, which sign shall not exceed in size fifty (50) square feet, and which shall specify only the name of the development and developer and the name and location of the selling agent;

(4) one (1) sign per Lot or Living Unit no greater than six (6) square feet in size which includes only the words "For Sale", the name of the selling agent and the telephone number of said agent. Each such sign must be located a minimum of ten (10) feet from the nearest curb on the adjoining street right of way. No such sign may be installed or erected (unless stating "For Sale By Owner") until such time as the Lot or Living Unit has been listed by written agreement for sale with the agent named thereon. Such sign must be removed within two (2) business days following execution of a Purchase Contract for sale of the Lot or Living Unit listed by said agent;

(5) street or directional signs erected by Declarant or by the Association;

(6) any sign constructed by any governmental agency;

(7) identification and informational signs constructed by Declarant, the purpose of which is to assist Declarant in identifying the project and the location of Lots, Living Units, sales offices, Amenities, sales models or other uses within Taberna;

(8) temporary signs denoting a particular event, such as an open house, subject to such rules and regulations concerning the utilization of such signs as may be adopted from time to time by the Association; and

(9) identification or directional signs constructed by the owner of the Taberna Golf Club, which signs must be constructed to specifications and installed in locations approved by Declarant or by the Association, but such signs and such locations as are approved by Declarant shall be allowed to the owner of the Taberna Golf Club as a matter of right, as long as such signs are maintained in a good and sightly condition.

All permitted signs, except those constructed by a governmental entity, shall be constructed of materials, in a style, of colors and in a location established and approved by the Committee.

E. There are no absolute building setback requirements other than those that may be imposed by a local government, which setbacks are as shown on recorded plats. However, as suggested setbacks, no Living Unit will be allowed within 40 feet of any street right-of-way facing the front of the Living Unit, 20 feet from a street not facing the front of the Living Unit or 30 feet from the rear Lot line, or within 15 feet of any side Lot line, unless variations are approved by the Architectural Control Committee. NOTWITHSTANDING ANY SUGGESTED SETBACK, THE COMMITTEE SHALL HAVE COMPLETE AUTHORITY TO DETERMINE THE APPROPRIATE BUILDING SITE ON EACH AND EVERY LOT. THERE IS NO GUARANTEE THAT SUCH APPROVED BUILDING LOCATION SHALL BE WITHIN THE SUGGESTED SETBACKS SET OUT HEREIN. Furthermore, the Committee shall have the right to vary any setbacks that exceed those imposed by the City of New Bern for good cause shown, upon petition submitted in writing by the owner of a Lot. The Committee shall never be obligated to grant a variance. The Committee shall not issue a variance if, in the opinion of the Committee, such variance would have a substantial adverse impact upon the value of an adjoining Lot. The owner(s) of immediately adjoining Lots shall be given notice of the request for a variance in writing, by the owner of the Lot seeking the variance, at least five (5) days prior to the issuance of a variance by the Committee.

F. Certain areas of Taberna contain wetlands as defined by Section 404 of the Clean Water Act. The location of the Section 404 wetlands, as of the date of the recordation of each subdivision plat within Taberna, shall be denoted on each of said subdivision plats. Because of changes in groundwater or in the definition of Section 404 wetlands, or the interpretation of such definitions, the locations of wetlands may vary from time to time.

Wetlands perform valuable ecological and aesthetic functions. These functions include providing filters for storm

water drainage and runoff, providing habitat for wildlife and promoting proper drainage. Therefore, no fill or substantial alteration of any of the Section 404 wetlands delineated on any recorded subdivision map within Taberna shall be allowed without issuance of a permit for such activity by the State of North Carolina and the Corps of Engineers, an agency of the United States of America, and without permission of the Committee, which permission shall only be granted upon a showing of a strong and compelling reason for such wetland fill or alteration, and which permission must be obtained prior to application for any permit authorizing alteration of such a wetland. It is the intent of Declarant to preserve as many of the wetlands as feasible within Taberna to allow such wetlands to perform beneficial functions for the benefit of the residents of Taberna and surrounding properties. NO ALTERATION OF A WETLAND WILL THEREFORE BE ALLOWED WITHIN TABERNA UNDER AUTHORIZATION GRANTED BY ANY NATIONWIDE PERMIT WITHOUT FULL DISCLOSURE OF THE ACTIVITY TO BE UNDERTAKEN IN ADVANCE OF SUCH ACTIVITY, WHICH NOTICE SHALL BE GIVEN TO THE CORP OF ENGINEERS, THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT OF THE STATE OF NORTH CAROLINA AND THE COMMITTEE, AND WITHOUT APPROVAL OF THE COMMITTEE.

G. The heights of structures on any Lot shall be subject to approval of the Committee in accordance with the standards set out in Section 5 hereunder, but no structures may exceed in height any height limitations imposed by the City of New Bern.

H. Fences on any Lot are subject to the complete jurisdiction of the Committee including location, style, materials and height. As used herein, fences shall include walls, barricades, shrubbery or other impediments to reasonable mobility and visibility. Absent an extraordinary showing of need by the owner of a Lot or Living Unit, no fence shall be allowed along any property line, no fence shall be allowed in any front yard, and no fence shall be allowed in any side yard. The Committee shall only approve the construction of a fence in any location upon a determination that the fence is aesthetically pleasing; does not detract from the reasonable value of any Lot or property and does not unreasonably impede the view of any water course or other attractive feature from any other property. The Committee shall adopt guidelines concerning permissible location of fences, and the permissible styling and construction standards of allowable fences.

I. No satellite receiving dish, radio antennae or other similar device shall be allowed on any Lot, except that satellite receiving dishes, no greater in size than twenty four (24) inches in diameter, shall be allowed, but only upon approval by the Committee as to the size and location of such satellite receiving dish, and only if it is located in a way to minimize the visibility of such satellite receiving dish from any street or adjoining property (including any Amenities). The Committee may

impose screening requirements by vegetation or otherwise as it deems appropriate.

J. No boat, boat trailer, other trailer, camper, recreational vehicle, utility vehicle or truck (to the extent that a truck is rated as a one ton truck or larger) shall be allowed to remain on any street right-of-way or on any Lot or on any common property controlled by the Association (or any other homeowners association within Taberna) overnight unless it is enclosed within a garage that has been constructed in accordance with the provisions of these Protective Covenants, or is parked on an area owned by Declarant or the Association designated specifically for such purpose.

K. The Association has adopted rules and regulations restricting the location of temporary or permanent clotheslines, the number of vehicles that may be parked on any Lot, the number, type and location of trash receptacles and trash receptacle enclosures, and the type and location of mailboxes. Such rules and regulations shall be fully applicable and binding on the owner of every Lot as though fully set out herein. Such rules and regulations may be amended from time to time, with notice of such amendments being given in writing to the owners of Lots prior to the effective date of such amendments.

L. No activity, whether active or passive, that is reasonably considered a nuisance by the Association shall be allowed within Taberna. The normal use and operation of Taberna Golf Club shall never be deemed a nuisance. This prohibition includes any activities within any structure, on any Lot or on any street or common area. The Association is specifically authorized by Section 15 of these Protective Covenants to adopt rules regarding conduct and use of such properties; however, the Association may find any conduct or use of a Lot to be a nuisance notwithstanding the fact that such conduct is not specifically prohibited by these Protective Covenants or by an adopted rule. If any conduct is deemed by the Association to be a nuisance, and to the extent that such conduct is not specifically prohibited by the provisions of these Protective Covenants or by an adopted rule, the Association shall give written notice to the offending owner specifying the nature of the nuisance, and requesting that such nuisance be terminated. If any nuisance is not terminated within a reasonable time thereafter, the Association may pursue any legal or equitable remedy, and may collect in any such action all attorney's fees incurred.

M. It is encouraged that in the fertilization on any Lot of any lawn or yard that liquid fertilizers (not time release fertilizers) be utilized, so as to minimize the nutrient runoff from yards and lawns into surrounding bodies of water.

N. In order to further encourage water conservation, in the construction of each Living Unit water saving shower heads and toilets shall be exclusively utilized. Such water saving devices shall be utilized at all times thereafter.

O. At the time of construction of a Living Unit, its owner shall cause said Living Unit to connect to the water and sewage disposal system of the City of New Bern. All connection, tap-on or other charges associated with such connection shall be paid by the owner of the Living Unit. Declarant shall, at its own expense, cause necessary utility service to be extended along the street right-of-way adjacent to each Lot, and shall provide a stub and connection point at each Lot line.

P. No Living Unit may be leased or rented for a rental term less than one (1) month.

Q. The owner of any Lot or Living Unit adjacent to any pond within Taberna may, from the property owned by such owner, utilize such pond for bank fishing purposes. No fishing shall be allowed from the bank located on Taberna Golf Club property unless in accordance with rules and procedures established by the owner of the Taberna Golf Club. Ponds shall not be utilized for any other recreational purpose, including swimming, boating, rafting or canoeing, unless such activity is specifically approved by the Association. No shoreline stabilization shall be allowed unless approved by the Committee.

R. Each unimproved Lot shall be maintained in a slightly condition, comparable to the condition of unimproved Lots offered for sale by Declarant. In order to ensure compliance with this requirement, the Association shall have the right and authority, which is specifically acknowledged by the owner of each Lot, to go upon each Lot which is unimproved, on a frequency deemed desirable by the Association, and cause any or each of such unimproved Lots to be mowed, and trash and debris located thereon to be removed. To compensate the Association for this expense, the owner of each unimproved Lot shall pay to the Association, as Supplemental Dues, a sum equal to the actual cost to the Association causing this work to be accomplished.

S. No significant clearing or landscaping of any Lot shall be undertaken more than thirty (30) days prior to the commencement of construction on said Lot of the primary Living Unit to be located thereon. This provision shall not preclude the approval of removal of underbrush or damaged or diseased trees.

5. ARCHITECTURAL CONTROL COMMITTEE PROCEDURES.

A. Submittal of Plans. At least thirty (30) days prior to the anticipated commencement of any landscaping or construction of any structure or improvement on any Lot, the owner of such Lot (or his duly appointed agent) shall submit to the Chairman of the Committee a survey of the Lot, which survey shall show each Lot corner. There shall further be shown on said survey the proposed location of all proposed and existing structures or improvements, including driveways, bulkheads, patios, decks and walkways. There shall be further provided to the Committee sufficient building elevations and landscape plans, including a statement of exterior building materials and proposed exterior colors, to allow the Committee to appropriately and accurately evaluate what is proposed for construction on the Lot. The location of a proposed well (if any) shall also be delineated. Specifications for toilets and showerheads shall be included with the submission of any plans which contemplate installation of improvements utilizing such fixtures. The survey, building elevations and landscape plans, shall be of professional quality. There shall be submitted two copies of all information required to be submitted.

B. Disclosure of Contractor. The owner of each Lot shall notify the Committee of the identity of the contractor proposed for construction of any major improvements on any Lot. Major improvements shall be all improvements of a reasonable construction cost of \$10,000.00 or more. The owner of each Lot shall include with the name of the contractor a statement as to the classification of contractor's license held by such contractor and the address and telephone number of the contractor. This information shall be submitted to the Committee at time of submission of plans, if such information is available at that time; if the information is not available at that time, the information shall be submitted to the Committee at least thirty (30) days prior to commencement of construction. NO PRIMARY STRUCTURE MAY BE CONSTRUCTED BY THE OWNER OF A LOT UNLESS SAID OWNER HOLDS A VALID CONTRACTOR'S LICENSE APPLICABLE TO SUCH STRUCTURE.

C. Standards for Approval. Within thirty (30) days after receipt of all required information, the Committee shall notify in writing the owner of the Lot whether or not the requested improvements are approved. Unless a response is given by the Committee within thirty (30) days, the plan shall be deemed approved. The response of the Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate, and the thirty (30) day time for response shall only commence upon receipt of the requested additional information. If approval with conditions is granted, and construction then begins, the construction shall be deemed approval by the owner of the Lot of

the conditions imposed. No response shall be required from the Committee unless a submission contains, on its face, the information required to be submitted as more fully set out hereinbefore.

The Committee shall approve the plans as submitted, if all required information is submitted, and the following affirmative findings are made by the Committee:

(1) that the improvements sought to be constructed will not have negative economic impact on any other property within Taberna;

(2) that all required specific building standards and other conditions contained within the Protective Covenants and other applicable legal documents have been met;

(3) that the improvements are architecturally compatible with proposed or constructed improvements on other properties within its Community;

(4) that the natural features of the Lot have been retained to the maximum extent feasible;

(5) that the improvements have been situated on the Lot within the suggested setbacks contained in paragraph 4(f) of these Protective Covenants, or location elsewhere furthers consistency with subparagraph (1), (2), (3) or (4) of this Section 5C; and

(6) that the impervious surface limitation coverage proposed on each Lot is consistent with the requirements of the Division of Environmental Management Coastal Storm Order Regulations.

The owner of each proposed Living Unit shall comply with the requirements of this Section 5, whether or not such proposed Living Unit is to be constructed on a Lot, or on an unsubdivided development site. The developer of any development site proposed for construction of Living Units not to be conveyed by Lot shall further abide by the provisions of this Section 5, and shall submit the required information for the entire development site.

Notwithstanding the procedures contained within this Section 5, review of proposed minor construction or proposed improvements to existing structures, or minor landscaping, may be delegated to a sub-committee and may be reviewed in accordance with abbreviated procedures adopted and published by the Committee from time to time.

D. Right of Appeal. Any owner disagreeing with the finding of the Committee may appeal the decision to the Board of

Directors of the Association by giving written notice of appeal to the President of the Association within fifteen (15) days following receipt of notice of denial (or notice of imposition of conditions unacceptable to said owner). The Board of Directors of the Association shall then review the plans, giving the Chairman of the Committee the opportunity to present to the Board of Directors of the Association specific reasons why the plans were denied, in the presence of the owner or his agent, and the owner or his agent may present information challenging the findings of the Committee. The decision of the Committee shall only be overridden by unanimous vote of the Board of Directors of the Association.

E. Notices. All notices required to be given herein shall be given in writing, hand-delivered or mailed postage prepaid, return receipt requested, and the Committee shall be obligated to specify the particular grounds upon which denial of any application is founded. One set of plans, denoted as approved (or approved with specified conditions) shall be retained by the Committee and the other shall be returned to the applicant.

F. The Association shall specifically have the right to adopt a fee schedule and in accordance therewith to charge a non-refundable fee for plan review by the Committee. The fee schedule may include different fees for different levels of proposed construction, such as a new construction of a residence, modification of an existing residence or construction of a fence.

G. The Association shall have specific authority to collect a construction deposit from the owner of every Lot causing construction to be done on said Lot, which deposit shall be made for the purpose of providing for the administrative cost of inspection of the construction site and site alteration, reimbursement for damage to Association Properties or rights of way incurred during the construction process, and to ensure that construction (including landscaping) is completed in a timely manner and in accordance with the plans approved by the Committee. In order to collect such deposit, the Association shall adopt and publish a schedule of deposits, and shall uniformly collect the deposit from all Lot owners during the period of time in which such requirements are in full force and effect. A portion of such deposit may be retained for administrative costs, and the balance will be refunded upon completion of construction and landscaping, less reasonable deductions for damages to rights of way or Association Properties, or for other reasons specified in the schedule adopted by the Committee.

6. ASSOCIATION.

A. Membership. The owner or owners of every Lot and/or Living Unit shall be a voting member of the Association. However, only one vote shall be allowed per Lot with Living Unit. To the extent that there is more than one owner of any one Lot

and/or Living Unit, said owners shall determine among themselves, and designate, one voting member, which voting member shall cast the vote allocated. If the owners cannot agree among themselves, the Board of Directors of the Association shall determine and designate a voting member from among the owners. The Association shall be governed by a Board of Directors, selected in accordance with the By-Laws of the Association, and the Association shall operate and do business in accordance with the terms of its By-Laws. The Board of Directors of the Association shall select the Committee in accordance with the By-Laws.

B. Streets. Declarant shall construct all streets within Taberna to standards specified by the City of New Bern for residential streets. Upon completion of construction of such streets, and to the extent that such streets are dedicated as public streets, the maintenance thereof shall be assumed by the City of New Bern in accordance with the policies and ordinances of the City of New Bern. Declarant shall maintain such streets to standards imposed by the City of New Bern until the earlier of the following:

(1) Transfer of the maintenance responsibilities for any street to the Association or to any other Association chartered to administer any Community within Taberna, which transfer shall only be made at such time as said streets meet all applicable standards so as to qualify for acceptance by the City of New Bern; or

(2) Acceptance by the City of New Bern of maintenance responsibilities for such street.

Nothing contained herein shall prohibit Declarant from constructing private streets, not offered for dedication to the City of New Bern, which streets are to be owned and maintained by the Association, or by another association created for the purpose, in part, of maintaining such private streets. Any such private streets shall be constructed in accordance with the standards for private streets established by the City of New Bern.

C. Street Lighting. The Association shall further at all times maintain in good, working condition all street lights or area lights constructed within any Community and constructed for common benefit, to the extent such street lights or area lights are not owned and/or maintained by a public utility or by the City of New Bern. The Association shall further have the responsibility of maintaining a sightly appearance along all street rights-of-way, utility easements adjacent thereto and the Pedestrian Access System.

D. Association Property Ownership and Maintenance. The Association shall have the responsibility of maintaining in good condition all Association Property and improvements thereon

when and if conveyed to the Association in accordance with the provisions of these Protective Covenants, and thereafter shall be responsible for adopting rules and regulations governing utilization of such Association Property (subject to the limitations contained herein). To the extent deeded to the Association, the Association shall be obligated to accept ownership of all Association Property designated on any recorded subdivision plat of any portion of Taberna made subject to the terms and provisions of these Protective Covenants. Declarant is not obligated to and will not convey to the Association the Taberna Golf Club or any of its property (real or personal).

Unless maintained by the City of New Bern, the Association shall maintain in good and sightly condition all components of the entrance to Taberna leading from Highway 70, including but not limited to landscaping, fencing, fountains, signs, irrigation systems, lighting, and Pedestrian Access System associated therewith.

E. Services and Assistance of the Association. To the extent necessary, the Association may employ personnel necessary to perform its obligations, or needed to benefit the owners of Lots and Living Units within Taberna. The Association shall have the obligation to provide for itself and for the benefit of each owner all necessary professional services to promote the proper maintenance of all Association Properties and to provide the smooth, proper and legal administration of the Association. These services may include services of an engineer, lawyer, accountant or other professional. The Association is specifically authorized to provide such other incidental services for the benefit of Taberna and in the management of the Association as deemed reasonably necessary by the Board of Directors of the Association. The Association shall maintain specific Association Properties in accordance with standards established by Declarant in any amendment to these Protective Covenants or in any deed of conveyance to the Association.

The Association shall have the optional authority to provide any service it believes desirable, including, but not limited to cable television, waste collection or utility service. Such services may be provided by the Association directly, by a subsidiary owned by the Association or by contract with a third party. Assessments may be collected from Lot and Living Unit owners to pay for the provision of such services. Such services must be for the benefit of owners of Lots or Living Units.

F. Reserves. The Association need not maintain a capital reserve fund for public street replacement because of the likelihood that the City of New Bern will assume maintenance responsibilities for all streets at or soon after the time of relinquishment of such maintenance by Declarant. However, to the extent that the Association owns or is responsible for the

maintenance of private streets, a reserve fund for private street maintenance may be maintained by the Association. Reserve funds for Amenities located on Association Properties need not be maintained until such time as an Amenity is constructed and conveyed to the Association. Following such construction and conveyance, the Association shall maintain reasonable reserves for replacement of depreciable tangible assets, including, but not limited to structures, parking areas, bike paths, lakes, and Amenities located on Association Properties. Reserves shall be maintained based on an estimation of the life of an asset, and may, at the discretion of the Board of Directors, be based on estimated replacement cost utilizing current values as of the date of the then budget year. The Board of Directors of the Association shall not be liable to any owner or to any third party for failure to maintain adequate reserves to the extent that said Board of Directors in good faith attempts to comply with the reserve obligations contained within these Protective Covenants, notwithstanding the fact that a significant expenditure is required in a greater amount or at an earlier date than had been reasonably anticipated. Declarant, at time of conveyance of Association Properties to the Association, shall convey the Amenities thereon in good and usable condition; such Amenities need not be "like new," however.

G. Dues and Assessments. In order to fund the Association's obligations, the owner of every Lot and/or Living Unit is obligated and bound, whether or not expressly stated in any instrument of conveyance, to pay to the Association the following:

- (1) annual charges or dues, including Supplemental Dues; and
- (2) special assessments; and
- (3) fees, charges or deposits as specifically authorized by these Protective Covenants.

All such assessments, dues and fees, together with any interest thereon, shall be a charge on the Lot and/or Living Unit and shall be a continuing lien upon the property against which such charges are made. Liens shall be perfected in the manner of a mechanic's or materialmen's lien under North Carolina General Statutes, and any lien for dues unpaid shall be filed within nine (9) months after the due date of the payment of such assessment. The due date shall be the first day of the fiscal year of the Association, as to annual dues and Supplemental Dues; and the date established for payment of a special assessment, as more fully set out hereinafter. Any such lien may be enforced in the manner of a deed of trust with power of sale, as allowed by North Carolina General Statutes, through a foreclosure proceeding. This instrument shall be deemed to give to the President of the Association, or his designee, said power of sale.

Annual dues shall be in an amount determined by a majority vote of the Directors of the Association. Supplemental Dues shall be an amount as specified by these Protective Covenants and amendments hereto. The initial annual dues for each Lot shall be \$50.00 per Lot. The annual dues may be altered for any fiscal year of the Association beginning with the fiscal year commencing January 1, 1998. The amendment to these Protective Covenants subjecting a development site to the provisions of these Protective Covenants shall specify the beginning date for dues payments per Living Unit when constructed thereon. As more fully set out hereinbefore, Declarant may convey multiple Lots or unsubdivided sites to a builder or developer for the purpose of constructing Living Units thereon for sale to the ultimate users; to the extent such election is made by Declarant, the collection of dues for such Lots or properties may be delayed until after the Living Units are constructed thereon and such Living Units are offered for sale, to the extent the amendments subjecting such Lots to the terms of these Protective Covenants so specifies the commencement date for the payment of dues.

The Association shall have authority to collect as a surcharge additional dues (not in the nature of a special assessment) on an annual basis against Lots particularly benefited by the existence, location or use of Association Properties, which benefit is over and beyond the benefits to other members of the Association ("Supplemental Dues"). Such surcharge shall be included within the budget of the Association each year, and shall be due and payable by each owner benefited thereby. These Protective Covenants, or an amendment hereto annexing additional properties, may specify properties subject to such Supplemental Dues, but it is expressly authorized for the Association to charge the owner of any Lot with frontage on any pond maintained by the Association annual Supplemental Dues of \$25.00 (commencing with the 1996 fiscal year of the Association). Such Supplemental Dues for pond maintenance shall increase or decrease annually in an amount equal to the percentage increase or decrease in the regular dues (without consideration of the Supplemental Dues) due and payable by members of the Association from year to year. All such receipts from Supplemental Dues shall be considered general funds of the Association, and need not be maintained in a separate or designated escrow account. The Association shall maintain all lakes or ponds to the extent that the same are Association Properties and are not owned by the owner of the Taberna Golf Club. The owner of each Lot adjoining any lake or pond owned by the Association shall be responsible for maintaining such lake or pond to its high water mark as a part of the property owned by said owner; however, no such owner shall take any action within any reserved maintenance easement adjoining any such pond or lake so as to interfere with the ability of the Association to send representatives onto such easement for any purposes required relating to the maintenance and upkeep of such lake or pond.

A special assessment may be levied from time to time by vote of a minimum of 70% of the total votes cast in any regular or special meeting, called in accordance with the By-Laws. A special assessment may be made for any purpose for which expenditures are allowed in accordance with this Declaration. The resolution approving a special assessment shall specify the date payable. All special assessments shall be assessed equally against all Lot owners. In no event shall any regular or special assessment be levied against the owner of Taberna Golf Club.

Notwithstanding any provisions of these Protective Covenants, including this Section 6, the Board of Directors shall have authority to levy any special assessment against the owners of Lots (but in no event against the owner of Taberna Golf Club) if, in the sole discretion of said Directors, the assessment is reasonably required to protect properties impacted or about to be impacted in case of an emergency, such as a storm. In such event, the Directors shall give written notice to the members so affected as promptly as possible after the determination of said assessment and the action shall be binding as though ratified by the requisite vote of the owners.

7. ENFORCEMENT. These Protective Covenants, including any amendment hereto, may be enforced by any individual Lot or Living Unit owner; by the Association, upon approval by its Board of Directors; or by Declarant, as long as Declarant owns any property within Taberna. Appropriate remedies shall include, but are not limited to, specific performance. In any action to enforce these Protective Covenants, including any action to collect dues or assessments, either regular or special, or to foreclose upon any real property for non-payment of such dues or assessment, all costs associated with said collection, including court costs and reasonable attorney's fees, shall be collected as an additional charge. In addition, interest at the rate of eighteen percent (18%) per annum shall be collected from the due date of any dues or assessment, until paid in full.

The State of North Carolina has given specific authority to enforce these Protective Covenants to the extent necessary to cause compliance with the impervious surface limitations imposed by the North Carolina Coastal Storm Order Regulations. The remedies available to the State of North Carolina include, without limitation, the remedy of specific performance. None of the impervious surface limitations contained herein may be altered without the prior approval of the State of North Carolina.

8. SETBACKS AND PEDESTRIAN EASEMENTS. All setback and building restriction areas, and allowable building areas, as shown on any recorded subdivision plat of any Community, shall be incorporated herein by reference. The setback and building restriction areas may be varied by the Committee for good cause, as allowed by Section 4E of these Protective Covenants, except that no

setback imposed by the City of New Bern can be waived by the Committee without there first being granted a variance by the City of New Bern. To the extent that portions of the Pedestrian Access System are designated as Pedestrian Easements on subdivision plats of Communities within Taberna, such easements are for the benefit of the Association and its members. To the extent that any such easement crosses the boundaries of any Lot, the owner of the Lot shall take ownership of said Lot subject to said easement, and the owner of such Lot shall construct no structure nor conduct any activity that reasonably impedes the free use of the Pedestrian Access System by those entitled to its use. The Association shall adopt rules and regulations governing use of such Pedestrian Access System and shall maintain such Pedestrian Access System in usable, clean and sanitary condition.

9. AMENDMENTS. These Protective Covenants shall continue in full force and effect until 12:00 noon on January 1, 2008, at which time they shall automatically extend for additional successive periods of ten (10) years, unless a document terminating or modifying these Protective Covenants is recorded prior to any renewal date in the office of the Register of Deeds of Craven County, which amendment shall require approval of sixty-seven percent (67%) of the Lots and Living Units subjected to these Protective Covenants (including any amendments hereto). No amendment shall alter the rights or obligations of Declarant without Declarant's written consent. No amendment shall become effective until recorded in the Office of the Register of Deeds of Craven County. No amendment which affects or impacts Taberna Golf Club or the ownership or operation thereof, or which imposes any obligation on or impairs any right of the owner of Taberna Golf Club, shall be made without the prior, written consent of the owner of Taberna Golf Club and no such amendment shall be binding upon Taberna Golf Club or the owners thereof or the holders of deeds of trust thereon.

10. BINDING EFFECT. All covenants, restrictions, reservations, easements and privileges contained herein shall run with the land and the grantee, by accepting any deed to any portion of such land subjected hereto, accepts the same subject to these Protective Covenants and its terms and conditions and agrees for himself, his heirs, successors and assigns, to be fully bound by each and all of the terms and conditions of these Protective Covenants, jointly, separately, and severally.

11. RESERVATION OF RIGHTS. Declarant hereby reserves the right to utilize all streets and roads within each Community for purposes of ingress and egress to properties within Taberna owned by it, or for purposes of providing access to other contiguous properties owned by it. This right shall be assignable by Declarant to successors in interest to it of properties described on Exhibit A, or any other properties allowed to be annexed to the terms of these Protective Covenants. Any utility

easements reserved as shown on any recorded plat (and all roadways shall be deemed for this purpose a utility easement) shall be available for utilization by Declarant, authorized utility companies (including the City of New Bern), or by the owner of any Lot or Living Unit within Taberna, for purposes of providing utility services or necessary drainage, but as to Lot or Living Unit owners, only upon approval of the Association given by its Board of Directors.

12. RESUBDIVISION. No resubdivision of any single Lot shall be allowed, if any resulting Lot will be smaller in size than any of the Lots resubdivided, prior to resubdivision, except that nothing contained herein shall prohibit the owner of a Lot from conveying by deed or easement a portion of a Lot to an adjoining Lot owner for the purpose of curing an encroachment or setback violation. Nothing contained herein shall prohibit conveyance of more than one Lot, or portions of contiguous Lots, as long as the resulting Lot or Lots are greater in size than those originally subdivided. The deed of conveyance of any such resubdivided or recombined Lots shall restrict the construction thereon to one Living Unit per redivided Lot, so that the maximum number of homes which can be constructed within each Community shall not increase. Upon the recombination of any Lots to reduce the total number of allowable building Lots within a Community, for purposes of membership in the Association and for purposes of the payment of dues and assessments, any recombined Lots shall be considered a single Lot upon recordation of a plat so showing in the office of the Register of Deeds of Craven County. Furthermore, should any Lot be determined by Declarant to be unbuildable, and should such Lot then be deeded to the Association as Association Property, or dedicated by Declarant as recreation or open space area for the benefit of the Association, all by document duly recorded in the office of the Register of Deeds of Craven County, there shall be no further dues or assessments owed from the date of such recordation; however, any dues prepaid shall not be reimbursed.

13. UTILITY EASEMENTS. There is hereby reserved for the benefit of the Association, the City of New Bern, the owner of Taberna Golf Club and the owner of each Lot and Living Unit a utility, drainage and maintenance easement running parallel to each street a width of 10 feet, and parallel to each side and rear Lot line a width of five feet, and adjacent to (but not located thereon) the Taberna Golf Club property a width of ten feet. Utilization of any easement by anyone other than the Declarant, Lot owner across whose lot which such easement runs, the City of New Bern or a public utility (or the owner of the Taberna Golf Club, as to easements adjacent thereto) shall be made only upon approval of the Board of Directors of the Association. There is further reserved for the benefit of Declarant and any assignee (including the owner of Taberna Golf Club) an easement ten feet in width adjacent to the Taberna Golf Club. This easement may be utilized by the Declarant or by the owner of the Taberna Golf Club for

purposes of construction and maintenance on and for the golf course, and no improvements or plantings shall be made by the owner of any Lot within such easement area except normal grass or lawn, and no approvals shall be required by the Association.

14. MINOR AMENDMENT. Declarant, or its successors or assigns, shall be allowed to amend these Protective Covenants, notwithstanding any other provision contained herein, and without joinder of any other party, for the purpose of correcting any discovered error contained herein, clarifying any ambiguity contained herein, or adding or deleting any incidental provisions deemed in the sole discretion of Declarant to be in the best interest of Taberna, and the owners therein. This right may be exercised, and shall be effective, only upon the recordation of a "Corrected Declaration" in the office of the Register of Deeds of Craven County, which Corrected Declaration shall specifically reference this document, and the provision impacted. Notwithstanding this provision, no amendment affecting in any way the property or the ownership of Taberna Golf Club shall be recorded without the consent of the owner of Taberna Golf Club.

15. RULES. The Board of Directors may from time to time establish rules for use of any property within Taberna in order to protect the value of Lots, the aesthetic qualities of each Community and the tranquility of the owners. Said rules may include, but are not limited to, reasonable restrictions on pets, rental use of homes, and parking of cars, trailers, boats, campers and other vehicles on Lots and streets. All such rules shall be effective after written notice of adoption is mailed to the record owners of all Lots and Living Units as of the date of the adoption of such rule. All such rules shall be enforceable as though set out within these Protective Covenants.

16. GOLF COURSE. Each owner acknowledges that owning property adjacent or in close proximity to a golf course involves certain risks which may have an affect on the utilization or enjoyment of such Lot. Owner acknowledges that such risks may include (as examples and not as a limitation on the generality of such risks) golf balls being hit into a Lot, with the potential of causing bodily injury or physical damage to property, and further including golfers coming onto a Lot to look for errant golf balls. Owner hereby expressly assumes such risk and agrees that neither Declarant nor any other entity owning or managing the golf course shall be liable to any owner of any Lot or anyone claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise relating to the proximity of any Lot to the golf course, including, without limitation, any claim arising in whole or in part from the negligence of Declarant or any other entity owning or managing the golf course. Each owner hereby agrees to indemnify and hold

harmless Declarant or any other entity owning or managing the golf course against any and all claims by said owner and his guests, invitees or licensees with respect to the above. Nothing in this paragraph shall restrict or limit any power of Declarant or any other entity owning or managing the Taberna Golf Club to change the design of the golf course, and such changes, if any, shall not nullify, restrict or impair the covenants and duties of the owner of any Lot contained herein.

Every Lot and development site is burdened with an easement permitting golf balls unintentionally to come upon the Lot or site and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Lot or site to retrieve errant golf balls; provided, however, if any Lot is fenced or walled as approved in accordance with this Declaration by the Association, the golfer shall seek the owner's or occupant's permission before entry. Declarant shall use its best efforts to have the entity owning, managing or operating the Taberna Golf Club conspicuously to denote all property on any Lot or building site as out of bounds. Every owner of every Lot or Living Unit, by acceptance of delivery of a deed, assumes all risks associated with errant golf balls, and each such owner agrees and covenants not to make any claim or institute any action whatsoever against Declarant, the golf course designer or operator or any other party relating to the design and utilization of the Taberna Golf Club relating to any errant golf ball, any damages caused thereby, or for negligent design of the golf course or siting of the Lot or Living Unit.

Declarant agrees to record in the Office of the Register of Deeds of Craven County a restrictive covenant for the benefit of the Association and all of its members, which restrictive covenant shall, for a period of not less than seventy-five (75) years from such recordation, limit the use of the Taberna Golf Club property to use as a golf course and related or other recreational uses (such as swimming or tennis).

17. AMENITY UTILIZATION. By virtue of ownership of a Lot or Living Unit, its owner (and his guests, subject to rules and regulations of the Association) shall have the right, without payment of user fees, and as long as such owner is current in the payment of dues and assessments properly due and payable to the Association, to utilization, upon completion of construction and upon dedication, of the Pedestrian Access System, and such other Amenities as may be located within Taberna other than on property of the Taberna Golf Course, unless a particular Amenity has been designated for utilization by a particular group of Lot owners by an Amendment to these Protective Covenants annexing additional properties to the terms and provisions herein contained. THE OWNER OF EACH LOT OR LIVING UNIT, HOWEVER, SHALL HAVE NO DIRECT OWNERSHIP IN ANY OF SUCH AMENITIES, OR ASSOCIATION PROPERTIES; ACTUAL OWNERSHIP OF ALL OF THOSE DESIGNATED AMENITIES AND ASSOCIATION

PROPERTIES SHALL BE CONVEYED BY DECLARANT TO THE ASSOCIATION FOLLOWING COMPLETION OF CONSTRUCTION OF SUCH AMENITIES.

THE OWNER OF EACH LOT OR LIVING UNIT ACKNOWLEDGES THAT MEMBERSHIPS ENTITLING USE OF THE TABERNA GOLF CLUB WILL BE OFFERED BY DECLARANT OR ITS SUCCESSOR IN OWNERSHIP TO THE TABERNA GOLF CLUB, IN ACCORDANCE WITH SUCH TERMS AND CONDITIONS AS ESTABLISHED FROM TIME TO TIME IN THE SOLE DISCRETION OF THE OWNER OF SUCH FACILITIES. WHEN MEMBERSHIPS ARE MADE AVAILABLE, THE OWNER OF EACH LOT AND LIVING UNIT MAY APPLY FOR MEMBERSHIP ON THE TERMS MADE AVAILABLE BY THE OWNER OF SUCH FACILITIES. THE OWNER OF EACH LOT AND LIVING UNIT ACKNOWLEDGES THAT, BY PURCHASING OR PAYING FOR ANY LOT OR BY ACQUIRING MEMBERSHIP IN THE ASSOCIATION, SAID OWNER DOES NOT ACQUIRE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE ANY PORTION OF THE TABERNA GOLF CLUB, NOR DOES SUCH OWNER ACQUIRE ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE TABERNA GOLF CLUB. FURTHERMORE, THE ASSOCIATION HAS NO VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, OR ANY OWNERSHIP INTEREST IN THE TABERNA GOLF CLUB. ALL SWIMMING FACILITIES AND TENNIS COURTS MAY BE LOCATED ON THE TABERNA GOLF COURSE PROPERTY, AND, IN ORDER TO UTILIZE SUCH FACILITIES, THE OWNER OF A LOT SHALL BE REQUIRED TO BECOME A MEMBER OF THE TABERNA GOLF CLUB.

18. COMPLETION OF IMPROVEMENTS. Declarant warrants and represents that the following improvements will be substantially completed on the following schedule, subject to conditions reasonably beyond the control of Declarant;

A. Golf Course. December 1, 1997. Construction will commence no later than May 1, 1996, and will proceed in reasonable due course until completion.

B. Golf Course Clubhouse. December 1, 1998.

C. Swimming Pool. December 1, 1998.

D. Tennis Courts. Four tennis courts by December 1, 1998.

E. Pedestrian Access System. As to each Community, the Pedestrian Access System therein will be installed within said Community within one (1) year following conveyance of any Lot shown on a recorded subdivision plat of said Community.

F. Brice's Creek. Association Property providing access to Brice's Creek of a size of one acre or greater adjacent to Brice's Creek, will be conveyed to the Association, improved so as to provide non-vehicular access to Brice's Creek, on or before December 1, 1999.

19. INCIDENTAL STRUCTURES. Nothing contained herein shall prohibit in any way the construction of incidental structures

relating to Taberna Golf Course facilities or for recreational uses of Association Property.

20. ADJACENT PROPERTIES. Declarant expressly reserves the right to utilize one or more public roads or streets within Taberna for the purpose of providing access to other properties owned by Declarant or by Weyerhaeuser Company, whether or not such properties are annexed to the terms and provisions of these Protective Covenants as allowed by Section 2 of these Protective Covenants.

21. PHASE 1 RESTRICTIONS AND LIMITATIONS. The following restrictions and limitations shall apply to Phase 1 Lots (Lots on property described in Exhibit B) only.

A. The minimum square footage of heated, enclosed living space for each approved Living Unit constructed on Lots 1 through 78 shall be 1500 square feet for single-level homes and 1800 square feet for two-level homes; a minimum of 1,200 square feet of such space must be located in the first living floor of the Living Unit. Notwithstanding the above stated limitations, the minimum square footage of heated, enclosed living space for each approved Living Unit constructed on a Lot with a boundary contiguous with any portion of the Taberna Golf Club (Lots 81 through 90) shall be 2000 square feet for single-level homes and 2200 square feet for two-level homes, a minimum of 1400 square feet of such space being located in the first living floor of the Living Unit. The minimum square footage of heated, enclosed living space for each approved Living Unit other than those specified above within Phase I shall be 1800 square feet for single-level homes and 2000 square feet for two-level homes, a minimum of 1300 square feet of such space being located in the first living floor of the Living Unit. Carports, garages, attics, porches, patios, decks and basements shall not be considered heated, enclosed living space.

B. Each Lot shall be limited to an amount of impervious surface as set out in Exhibit C attached hereto.

C. The lake located adjacent to Lots 55 through 58 and Lots 63 through 74 shall be deeded to the Association as Association Property. Such Lots shall be considered lakefront Lots, and shall be subject to the lakefront Supplemental Dues set out hereinbefore. The Association Properties adjoining said lake shall be available for use by all members of the Association; however, such uses shall be limited by rules adopted by the Association, and such rules shall allow only passive recreational activities thereon, which activities are not intended to encourage vehicular traffic or excessive noise. The adjoining Association Properties to the lake shall be primarily for the purpose of creating open space and allowing pedestrians access to view and

fixtures and improvements as a portion of the Pedestrian Access System, as well as benches, gazebos, and picnic facilities.

22. SIGNAGE. Signage may be erected by Declarant, for the benefit of Declarant, the Association or the owner of the Taberna Golf Club on any of the Association Property or within any roadway or utility easement. All signs for the benefit of the Taberna Golf Club shall be maintained by the owner of the Taberna Golf Club; and all signs for the benefit of the Declarant shall be maintained by Declarant; and all signs for the benefit of the Association and its members, including directional signs and Community identification signs, shall be maintained by the Association.

23. NOTIFICATION. These Protective Covenants require in several instances that notification of rules or regulations adopted by the Association, or other actions taken by the Association, be noticed to owners of all Lots. This requirement shall be deemed satisfied upon posting of the notice on a designated Association notice board on Association Property or at the Taberna Golf Club, with such notice mailed to the last known address of the owner of each Lot, which notice may be sent with the annual dues statement or otherwise.

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]
ASSISTANT VICE PRESIDENT

ATTEST:
Sharon A. Backley
ASSISTANT SECRETARY
(Corporate Seal)

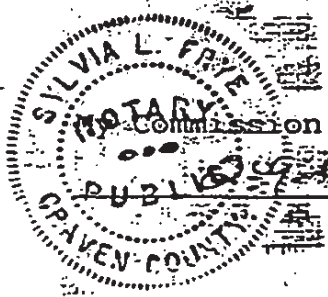
STATE OF WASHINGTON

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Sylvia L. Frye, a Notary Public, certify that Nan W. Rackley personally came before me this day and acknowledged that he/she is Assistant Secretary of WEYERHAEUSER REAL ESTATE COMPANY, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by John M. Doughty, its Assistant Vice President, sealed with its corporate seal, and attested by himself/herself as its Assistant Secretary.

WITNESS my hand and official seal, this 13th day of November, 1995.



Sylvia L. Frye
Notary Public

State of North Carolina: Craven County
The foregoing instrument of

is (was) 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 1488 Page 591.
This 13th day of November, A.D. 1995 at 8:45 o'clock PM.

Register of Deeds

[Signature]
Asst./Deputy Register of Deeds

BOUNDARY DESCRIPTION
OF
TABERNA

All that certain tract or parcel of land lying and being in Township No. 7, Craven County, North Carolina and being more particularly described as follows:

Beginning at a point on the northeasterly bank of Brice's Creek, the westerly common corner between Erika Sellhorn and Weyerhaeuser Real Estate Company as shown on that certain plat entitled "Boundary Survey of Craven 32 for Weyerhaeuser Real Estate" prepared by Robert M. Chiles, P.E. and recorded in Plat Cabinet F, Slide 177F at the Craven County Registry; thence from said point of beginning with and along the Sellhorn line North 79° 55' 28" East 1267.86 feet, North 83° 55' 28" East 464.64 feet, North 80° 15' 28" East 1980.00 feet, North 79° 55' 28" East 355.08 feet and North 80° 15' 28" East 1188.00 feet to a point in the west line of the right of way of the Old New Bern to Morehead Road (now Howell Road, SR 1111); thence leaving the line of Erika Sellhorn and running along the west line of said road right of way South 03° 05' 47" East 1154.88 feet to a point in the center of a ditch; thence crossing the Old New Bern to Morehead Road (now Howell Road, SR 1111) and up the center of said ditch with James E. Hogan's and J. W. Brown's line North 59° 34' 51" East 243.77 feet, South 82° 51' 09" East 242.24 feet, South 82° 32' 32" East 158.43 feet, South 82° 57' 52" East 128.44 feet and South 82° 15' 51" East 152.04 feet to an iron stake; thence with J. W. Brown's line North 24° 53' 58" East 173.27 feet, North 17° 59' 47" East 16.14 feet, North 12° 06' 42" East 170.25 feet, North 08° 41' 01" East 64.77 feet, North 08° 04' 19" East 124.23 feet, North 04° 44' 16" East 65.86 feet and North 07° 09' 25" East 734.70 feet to an iron pipe, Phillip

04° 44' 16" East 65.86 feet and North 07° 09' 25" East 734.70 feet to an iron pipe, Phillip Sellhorn's line; thence with Sellhorn's line North 80° 14' 13" East 877.57 feet to a point, being Frances Finch's northwest corner; thence with Finch's line South 30° 38' 13" East 1675.30 feet to a point, a corner of said Finch; thence with Finch's line North 49° 08' 41" East 825.00 feet to a point in the west line of the right of way of the Atlantic & North Carolina Railroad; thence with the west line of said right of way South 25° 31' 56" East 1555.86 feet to a new point; thence crossing the right of way of the Atlantic and North Carolina Railroad North 63° 30' 14" East 100.02 feet to a point, the northwesterly corner of the Weyerhaeuser Real Estate Company, formerly the Evelyn C. Register property; thence North 63° 30' 14" East 380.97 feet to an iron pipe in the westerly right of way line of U. S. Highway 70; thence with and along the westerly right of way line of U. S. Highway 70 South 26° 29' 46" East 650.00 feet to an iron pipe, being the southeast corner of the Weyerhaeuser Real Estate, formerly Luther Gibson property; thence South 48° 41' 14" West 406.64 feet to a point in the easterly right of way of the Atlantic and North Carolina Railroad; thence continuing across the Atlantic and North Carolina Railroad South 48° 41' 14" West 103.90 feet to a point in the westerly right of way of said railroad; thence with and along the westerly right of way of the Atlantic and North Carolina Railroad South 25° 35' 10" East 469.43 feet to an iron pipe, being the northeast corner of the "Battle of New Bern Site" as designated on the Weyerhaeuser Real Estate plat recorded in Plat Cabinet F, Slide 177F; thence leaving said railroad right of way and running along and with the line of said "Battle of New Bern Site" South 71° 27' 47" West 1389.94 feet to an iron pipe and South 25° 32' 42" East 550.03 feet to an iron pipe near the run of Boleyn

Creek; thence South 25° 32' 42" East 6.47 feet to a point in the run of Boleyn Creek; thence along and with the run of Boleyn Creek and crossing Howell Road, SR 1111 for the following courses and distances: South 84° 58' 13" West 75.92 feet, South 64° 24' 07" West 85.80 feet, South 29° 51' 27" West 51.53 feet, South 09° 40' 03" East 41.22 feet, South 22° 57' 23" West 100.71 feet, South 23° 36' 51" West 165.58 feet, South 73° 49' 14" West 62.64 feet, South 28° 17' 53" West 100.17 feet, South 52° 37' 22" West 73.77 feet, South 27° 23' 37" West 62.14 feet, South 03° 52' 18" East 59.11 feet, South 76° 51' 19" West 85.15 feet, North 83° 41' 06" West 51.18 feet, South 59° 04' 06" West 37.87 feet, North 87° 39' 05" West 56.07 feet, South 50° 00' 07" West 70.80 feet, South 52° 08' 46" West 52.14 feet, North 77° 56' 54" West 89.45 feet, South 83° 58' 01" West 42.06 feet, South 67° 25' 47" West 49.92 feet, North 57° 20' 06" West 27.97 feet, North 49° 53' 00" West 57.27 feet, South 27° 35' 31" West 62.72 feet, South 18° 05' 37" West 102.43 feet, South 43° 17' 36" West 46.71 feet, South 41° 10' 51" West 61.17 feet, South 52° 38' 35" West 49.59 feet, South 10° 53' 54" West 94.65 feet, South 10° 22' 59" East 46.88 feet, South 07° 18' 50" West 96.26 feet, South 11° 03' 53" East 56.08 feet, South 15° 03' 27" West 91.09 feet, South 56° 30' 17" West 44.87 feet, South 16° 32' 33" West 88.41 feet, South 67° 24' 42" West 86.70 feet, North 61° 50' 50" West 74.33 feet, South 60° 28' 40" West 46.71 feet, North 79° 12' 08" West 69.03 feet, North 55° 37' 38" West 78.39 feet, South 67° 42' 58" West 64.85 feet, North 74° 35' 32" West 113.34 feet, South 81° 38' 08" West 74.52 feet, South 55° 00' 47" West 86.26 feet, South 78° 16' 27" West 66.88 feet, South 29° 51' 28" West 90.41 feet, South 60° 02' 37" West 28.45 feet, South 75° 04' 08" West 156.01 feet, South 00° 31' 56" West 80.60 feet, South 31° 45' 34" West 44.50 feet, South 66° 48' 46" West 53.86 feet, South

89° 15' 02" West 107.94 feet, South 51° 58' 52" West 78.76 feet, North 47° 26' 11" West 83.96 feet, North 86° 58' 11" West 78.68 feet, South 50° 09' 59" West 67.78 feet, South 20° 25' 25" West 58.97 feet, South 49° 14' 40" West 52.10 feet, North 50° 18' 20" West 38.64 feet, North 46° 16' 34" West 54.53 feet, North 88° 33' 13" West 49.63 feet, South 42° 00' 56" West 75.83 feet, South 75° 05' 30" West 158.53 feet, South 53° 29' 45" West 44.86 feet, South 83° 05' 42" West 92.22 feet, South 21° 56' 50" West 114.34 feet, South 80° 15' 31" West 48.31 feet, North 38° 47' 57" West 87.70 feet, South 76° 01' 43" West 39.50 feet and South 47° 52' 58" West 124.07 feet to a point in Boleyn Creek; thence continuing along and with the run of Boleyn Creek to a point in Boleyn Creek, said point being 390 feet more or less upstream in a northeastwardly direction from the mouth of Boleyn Creek at Brice's Creek and also being a corner of the tract of land to be conveyed to the U. S. Forest Service; thence along and with the line of said tract to be conveyed to the U. S. Forest Service for the following courses and distances, North 15° 31' 55" East 583.63 feet, North 70° 26' 53" West 379.04 feet, South 61° 26' 52" West 252.77 feet, South 87° 03' 06" West 200.55 feet, North 59° 46' 38" West 458.54 feet, South 61° 55' 22" West 184.47 feet, North 48° 46' 42" West 186.52 feet, North 53° 41' 11" East 443.46 feet, North 50° 20' 19" West 355.89 feet, South 64° 07' 05" West 366.16 feet, North 41° 22' 04" West 694.81 feet, South 83° 36' 34" West 269.58 feet, North 80° 09' 21" West 342.29 feet, North 11° 07' 28" West 284.78 feet, North 16° 54' 32" East 564.12 feet, North 01° 35' 24" East 327.69 feet, North 25° 19' 57" West 323.32 feet, South 80° 31' 23" West 209.02 feet, South 33° 04' 56" West 466.50 feet, South 89° 23' 15" West 155.97 feet and North 55° 58' 23" West 567.94 feet to a point on the east bank of Brice's Creek, said point being the most

northwardly point on Brice's Creek of that tract of land to be conveyed to the U. S. Forest Service, and also being located South $19^{\circ}32'39''$ East 3045.73 feet from the said point of beginning; thence along and with the east bank of Brice's Creek to the said point of beginning containing 970.2 acres more or less and being all the land as shown on that certain plat entitled "Boundary Survey of Craven 32 for Weyerhaeuser Real Estate" prepared by Robert M. Chiles, P.E. and recorded in Plat Cabinet F, Slide 177F at the Craven County Registry except for the 95.9 acres more or less to be conveyed to the U. S. Forest Service.

PREPARED BY: ROBERT M. CHILES, P.E.
Engineers & Consultants
New Bern, N. C. 28560
September 26, 1995



EXHIBIT B

TABERNA PROTECTIVE COVENANTS

That plat recorded in Plat Cabinet F193, Slides A, B, C, D, E, and F, Craven County Registry, which plat is a plat of Phase I of Taberna dated August 11, 1995.

EXHIBIT C

TABERNA PROTECTIVE COVENANTS

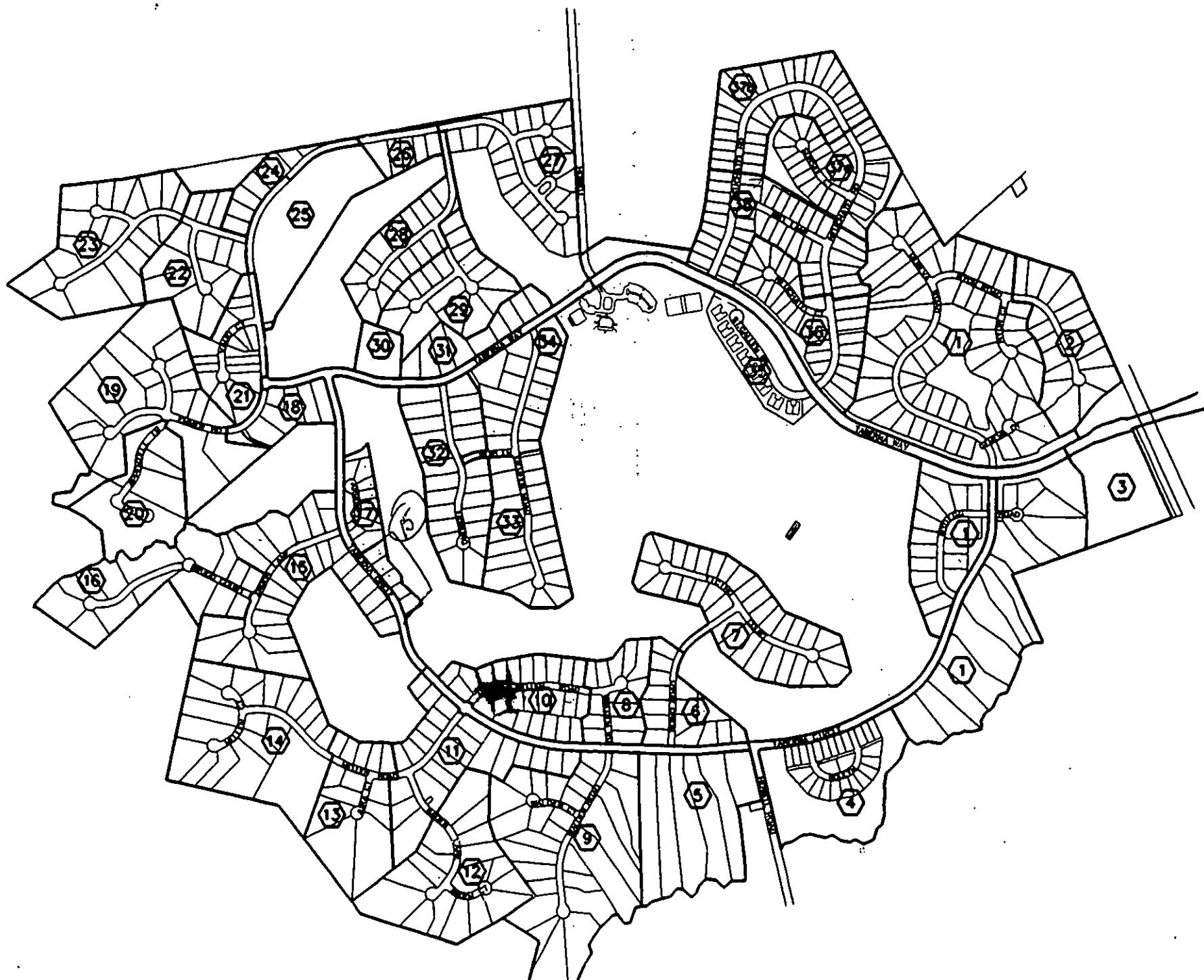
The following are the maximum impervious surface coverages allowed for lots within Phase I, Taberna:

1. Lots 1 through 96 - 7500 square feet;
2. Lots 97 through 109 - 10000 square feet.

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Rev.10/30/95

Phase	Sect	Add'n	Lots	Parcel#		Covenants	Plat	Sq Ft	Sq Ft	Building Set Backs			
						Book/Page	Cabinet/Slides	Sgl Lvl	Total/1st Lvl	Side St	Side Lot	Front	Rear
OTW	35		1-16	4211745		1634/246	G/47-D	n/a	n/a	n/a	n/a	n/a	n/a
BCV	4		1-24	4211714		1519/805	G/5F-G	n/a	n/a	n/a	n/a	n/a	n/a
			1-30										
I	1		49-80	4211711		1488/565	F193/A-F	1500	1800/1200	20	15	40	30
I	1		81-90	4211711	Golf	1488/565	F193/A-F	2000	2200/1400	20	15	40	30
I	1		91-109	4211711		1488/565	F193/A-F	1800	2000/1300	20	15	40	30
I	2		31-48	4211712		1574/046	G/30-H	1500	1800/1200	20	15	40	30
II	5		110-115	4211715		1535/048	G-12-E/E-H	2000	2200/1400	20	15	100	30
II	9		116-120	4211719		1535/048	G-12-E/E-H	1800	1000/1300	20	15	100	30
II	9		121-143	4211719		1535/048	G-12-E/E-H	1800	2000/1300	20	15	40	30
			144-155										
II	11		172-174	4211721		1535/048	G-12-E/E-H	1800	2000/1300	20	15	40	30
II	11		175-179	4211721	Golf	1535/048	G-12-E/E-H	2000	2200/1400	20	15	40	30
II	11		180	4211721		1535/048	G-12-E/E-H	2000	2200/1400	20	15	40	30
II	6		181-186	4211716		1535/048	G-12-E/E-H	2000	2200/1400	20	15	40	30
			187										
II	6		221-227	4211716	Golf	1535/048	G-12-E/E-H	2000	2200/1400	20	15	40	30
II	11		228-229	4211721	Golf	1535/048	G-12-E/E-H	2000	2200/1400			40	30
II	8	2nd	235-239	4211718	Golf	1581/416	G/33-C-E	2000	2200/1400	20	15	40	30
II	10	2nd	257-267	4211720	Golf	1581/416	G/33-C-E	2000	2200/1400	20	15	40	30
			230-234										
II	8	2nd	240-242	4211718		1581/416	G/33-C-E	1800	2000/1300			40	30
II	10	2nd	243-256	4211720		1581/416	G/33-C-E	1800	2000/1300	20	15	40	30
II	12	2nd	156-171	4211722		1581/416	G/33-C-E	1800	2000/1300	20	15	40	30
II	7	3rd	188-220	4211717	Golf	1691/0456	G/73-C-D	2000	2300/1300	20	15	40	30
III	14		279-282	4211724	WF	1592/143	G/38-C-D	2000	2200/1400	20	15	40	30
III	13		268-275	4211723		1592/143	G/38-C-D	1800	2000/1300	20	15	40	30
III	14		276-278	4211724		1592/143	G/38-C-D	1800	2000/1300	20	15	40	30
III	14		291-294	4211724	Golf	1592/143	G/38-C-D	2000	2200/1400	20	15	40	30
III	13		295-299	4211723	Golf	1592/143	G/38-C-D	2000	2200/1400	20	15	40	30
III	14		283-290	4211724		1592/143	G/38-C-D	1800	2000/1300	20	15	40	30
			300-317										
IV	15		341-346	4211725	Golf	1654/0390	G/61C-E	2000	2200/1400	20	15	40	30
IV	16		324-329	4211726	WF	1654/0390	G/61C-E	2000	2200/1400	20	15	40	30
			318-320										
IV	15		334-340	4211725		1654/0390	G/61C-E	1800	2000/1300	20	15	40	30
			321-323										
IV	16		330-333	4211726		1654/0390	G/61C-E	1800	2000/1300	20	15	40	30

Phase	Sect	Add'n	Lots	Parcel#		Covenants	Plat	Sq Ft	Sq Ft	Building Set Backs			
						Book/Page	Cabinet/Slides	Sgl Lvl	Total/1st Lvl	Side St	Side Lot	Front	Rear
V	32		383-406	4211742		1777/641	G/101F-G	2000	2100/1300	20	15	40	30
VI	36		407-415 521-539	4211746	TV	1661/0459	G/62C-D	1400	n/a	20	15	40	30
VI	38	1st	416-421 452-469 504-520	4211748	Monnier	1790/607	G/108E	1400	n/a	20	15	40	30
VI	37B	2nd	441-451 470-478	4211747	BP	1871/611	G/130C-D	1200	n/a	Plat	Plat	Plat	Plat
VI	37A	3rd	422-437 501-503	4211749	AW	1896-729	G/139B	1200	n/a	Plat	Plat	Plat	Plat
VI	37A	4th	712-720	4211749	AW	1951/822	G/151E	1200	n/a	Plat	Plat	Plat	Plat
7	18		540-545	4211728		1691/0453	G/75A-C	1800	2100/1300	20	15	40	30
7	19		546-547 552-566	4211729		1691/0453	G/75A-C	1800	2100/1300	20	15	40	30
7	21	1st	567-578	4211731		1712-1003	G/82D-E	1800	2200/1400	20	15	40	30
7	20	2nd	548-550	4211730		1726/0915	G/88D	1800	2200/1400	20	15	40	30
7	20	3rd	551A-D	4211730	WF	1762/650	G/102A	2000	2300/1300	Plat	Plat	Plat	Plat
VIII	22		579-588 608-610	4211732		1744/796 1837/611	G/94G-H	1800	2200/1400	20	15	40	30
VIII	23		589-607	4211733		1744/796 1837/611	G/94G-H	1800	2200/1400	20	15	40	30
IX	30		622-623	4211740	Golf	1818/187 1837/611	G/118E-F	2000	2200/1500	20	15	40	30
IX	31		631-632	4211741	Golf	1818/187 1837/611	G/118E-F	2000	2200/1500	20	15	40	30
IX	31		624-630	4211741		1818/187 1837/611	G/118E-F	2000	2200/1500	20	15	40	30
X	24		611-617	4211734		1818/193	G/118G-H	1800	2100/1300	20	15	40	30
X	25	1st	699-706 709-711	4211735	Golf	1930/724	G146/G-H	2000	2200/1500	20	15	40	30
X	25	1st	692-698 707-708	4211735		1930/724	G146/G-H	1800	2000/1500	20	15	40	30
XI	26		618-621	4211736	Golf	1837/604	G/123C-D	2000	2200/1500	20	15	40	30
XI	28		633-641	4211738	Golf	1837/604	G/123C-D	2000	2200/1500	20	15	40	30
XI	28		642-649	4211738		1837/604	G/123C-D	1800	2000/1500	20	15	40	30
XI	29		650-660	4211739		1837/604	G/123C-D	1800	2000/1500	20	15	40	30
XI	29		661-666	4211739	Golf	1837/604	G/123C-D	2000	2200/1500	20	15	40	30



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA
BOLEYN CREEK SUBDIVISION

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 1st day of June, 1996, 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 described as Lots 1 through 24 on that plat of Boleyn, recorded in Plat Cabinet G, Slides 5F and 5G, Craven County Registry, including the twenty foot alley and utility easement and further including Boleyn Loop, all as shown thereon. Said plat shall herein be referred to as "Boleyn 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 Boleyn Plan shall be referred to herein as "Boleyn Lots."

Declarant further subjects all property denoted "Association Property" and "Association Property Green" on the Boleyn Plat (to the extent located south of Taberna Circle and east of North Carolina State Road 1111) 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 Boleyn 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 Boleyn Lot by Declarant to a third party; or

B. January 1, 1997.

Furthermore, beginning January 1, 1997, the owner of each Boleyn Lot shall pay Supplemental Dues as more fully authorized by Paragraph 6G of the Master Covenants, in the initial amount of \$600.00 per year. The Association shall be authorized to increase the amount of Supplemental Dues payable beginning January 1, 1999, but no increase shall be in an amount greater than is necessary (when combined with the Supplemental Dues already assessed) to provide services specified in Paragraph 3 hereunder for the benefit of the owners of Boleyn Lots.

3. ASSOCIATION RESPONSIBILITIES. The Association shall be responsible for providing all exterior lawn maintenance on every Boleyn Lot. Furthermore, the Association shall be responsible for the maintenance of the twenty foot alley and utility easement shown on the Boleyn Plat, including any landscaping or non-public street lighting located thereon. The Association shall further be responsible for maintaining any Boleyn signage and related improvements or utilities. The Supplemental Dues as set out in Paragraph 2 shall be utilized, in whole or in part, for such purpose. The maintenance of Association Property, including Association Property Green, as shown on the Boleyn Plat, shall be the maintenance obligation of the Association, but the cost thereof shall not be derived from Supplemental Dues, as such properties are for the benefit of all property owners within Taberna.

4. BUILDING RESTRICTIONS. All building restrictions contained in the Master Covenants shall be fully applicable to Boleyn Lots, except as specifically modified hereby. No requirements as to minimum enclosed, heated square footage for any home, as set in the Master Covenants, shall be applicable to the Boleyn Lots. Declarant has caused to be designed five house plans for utilization on Boleyn Lots, and each purchaser of a Boleyn Lot will be required, by purchase agreement, to construct one of those designated homes on each Lot purchased within Boleyn. All such predesigned homes, to the extent that the exterior appearance thereof is not modified, shall be deemed approved for construction

by the Committee, but nothing contained herein shall in any way limit the Committee's right to determine the location of such home on each Boleyn Lot, or to approve any modification of the exterior of any such home, or to waive the necessity for procuring approval for any site improvements or alterations.

Furthermore, no driveways shall be allowed to connect any Boleyn Lot to Taberna Circle. Primary vehicular access for Lots 1 through 4 and 14 through 24 must be from the twenty foot alley and utility easement shown on the Boleyn Plat. Access to Lots 5 through 13 shall be from Boleyn Loop. Such Lots may have frontloading garages, to be located as approved by the Committee. Parking, however, shall be allowed along Taberna Circle on the public right of way adjacent to the Boleyn Lots, to the extent permitted by the City of New Bern. No parking shall be allowed on the street right of way of Boleyn Loop, or on the twenty foot alley and utility easement as shown on the Boleyn Plat.

5. IMPERVIOUS SURFACE LIMITATIONS. The amount of impervious surface allowed on each of the numbered Lots as shown on the Boleyn Plat shall be limited to 3700 square feet, in order for restrictions imposed on the Boleyn Lots by the Department of Environmental Management of the State of North Carolina to be met. 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.

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 Boleyn 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. No amendment altering any particular building restriction as set out in Paragraph 4 hereof or in the amount or method of assessing or collecting Supplemental Dues as set out in Paragraph 2 hereof shall be altered without the majority consent of the owners of all Boleyn Lots.

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:

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

ATTEST

Nan W. Rackley
ASST. SECRETARY

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, a Notary Public of the County and State aforesaid, certify that Nan W. Rackley, personally came before me this day and acknowledged that Nan W. Rackley, she is Asst. Secretary of Weyerhaeuser Real Estate Co., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Asst. Vice-President, sealed with its corporate seal and attested by Nan W. Rackley as its Asst. Secretary.

Witness my hand and official stamp or seal, this 17th day of June, 1996.

Kathleen Sennett
Notary Public

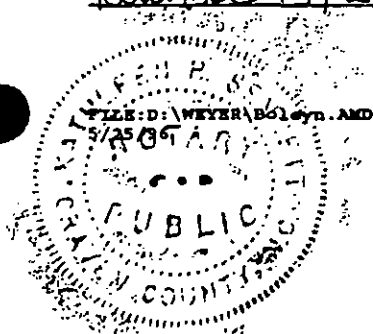
My commission expires:

NOVEMBER 13, 2000.

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

Kathleen Sennett
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 519, Page 805

This 18 day of June A.D. 1996 at 2:03 o'clock PM
Debra Thompson Theresa S. Sharp
Register of Deeds Asst. Deputy Register of Deeds



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - ONE TABERNA WAY

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 12 day of June, 1998, 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 One Taberna Way - Townhomes, recorded in Plat Cabinet G, Slide 47-D, Craven County Registry, including without limitation, Lots 1 through 16, 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 "One Taberna Way Lots."

Declarant further subjects all property denoted, "Association Property", "Association Property Green" and "Common Area" on the Plat to the terms and provisions of the Master Covenants and as more fully set out in this Amendment.

2. **DUES.** Annual dues payable to the Association (prorated as appropriate) shall be due and payable by the owner of each One Taberna Way Lot upon the earlier to occur of the following:

(a) On the first day of the month following the date of transfer of title to any such One Taberna Way Lot by Declarant to a third party, other than a third party contractor whose sole purpose of acquiring the Lot was or is to construct a home thereon for resale, in which event dues shall be due and payable upon conveyance of such Lot by said third party contractor to a third party, but in no event on a date later than the first of the third month following issuance of a certificate of occupancy for such unit; or

(b) January 1, 2000, if such Lot is then owned by Declarant.

3. **ASSOCIATION RESPONSIBILITIES.** The Association shall be responsible for owning and maintaining all properties designated as "Association Property", "Association Property Green" and "Common Area" on the One Taberna Way Plat. The Association shall have the right to establish maintenance standards for such properties, and to maintain such properties in accordance with such standards.

The property consisting of approximately .22 acres and denoted Association Property on the Plat shall be restricted and utilized only as Association Property to be held and managed in accordance with the Master Covenants, and all costs associated therewith shall be borne by the Association from its general assessments and dues. No Supplemental Dues shall be collected in regard to the ownership and maintenance of such tract. The property denoted as "Association Property Green" on the Plat, consisting of approximately 2.44 acres, shall be owned and managed as Association Property Green in accordance with the Master Covenants, and no Supplemental Dues shall be collected in regard to the ownership or maintenance of said property.

All property denoted Common Area on the Plat shall also be conveyed to the Association, but all costs associated with the maintenance and upkeep of the Common Area, including any exterior maintenance on any buildings constructed on any of lots 1 through 16, One Taberna Way, shall be funded solely from Supplemental Dues as more fully described in paragraph 6GG of the Master Covenants. A supplemental budget of the Association shall be prepared each year, which budget shall include all expenses associated with fulfilling Association obligations in relation to the Common Area and the buildings constructed on Lots 1 through 16, One Taberna Way. All such Supplemental Dues shall be equally divided among all dues paying Members of the Association within One Taberna Way, and shall be collected as Supplemental Dues as allowed under the Master Covenants. In addition to Supplemental Dues payable by the owner

of each of Lots 1 through 16, One Taberna Way, regular dues and assessments shall be collected from each such owner, payable to the Association as regular or general dues, on the same basis dues are collected from the owner of any other Living Unit within Taberna.

The Association (to be funded by Supplemental Dues) shall provide the following services in regard to the Common Area and buildings to be constructed on Lots 1 through 16, One Taberna Way.

(a) complete exterior landscaping maintenance, including grass cutting and replanting, maintenance of landscaping installed by Declarant, the Association or the owner of any Lot within One Taberna Way, if installation is approved by the Association (and no such landscaping shall be installed without such approval);

(b) exterior maintenance of each home, to include the following:

1. painting

2. repair and replacement of roofs, gutters, down spouts and all other exterior building surfaces other than windows, screens and glass doors;

3. the maintenance of all exterior architectural features and all fixtures, with the exception of replacement of exterior light bulbs and light fixtures attached to any Living Unit, which shall be the responsibility of the owner of such Living Unit.

4. all exterior driveways and walkways.

The Association shall have no responsibility to maintain any component of a heating and air conditioning or other utility system providing service to any Living Unit, nor shall the Association have any maintenance responsibility as to the maintenance and upkeep or replacement of any concrete patio or the interior of any covered and enclosed (whether by screen or otherwise) porch or deck attached to any Living Unit.

4. BUDGET PROCESS. The Association shall, after the sale of twelve Living Units within One Taberna Way, appoint a standing committee of three owners of Lots within One Taberna Way, to function as a standing budget committee for One Taberna Way. This standing budget committee shall be reappointed annually (with standing members subject to reappointment). This standing budget committee shall submit annually, at least sixty days prior to the date of adoption of the annual budget of the Association, a recommended budget for Supplemental Dues for One Taberna Way. The Board of Directors of the Association shall review such proposed budget, and shall negotiate in good faith with the designated

budget committee of One Taberna Way to reconcile any disagreements as to said budget, which budget shall specifically include reserves for replacement and maintenance of improvements subject to the maintenance responsibilities of the Association. The Board of Directors of the Association shall, however, have final budgetary authority, and shall be responsible for finally assessing the Supplemental Dues, which shall be based upon the supplemental budget adopted for One Taberna Way by said Association. Reserves may be collected on a basis weighted towards higher payments closer in time to estimated time of replacement of assets, rather than on a straight line basis.

5. PARTY WALLS.

(a) Each wall which is built as a part of the original construction of any Living Unit within One Taberna Way, and which is placed substantially on the dividing line between two Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Amendment, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall, to the extent not allocated to the Association, shall be shared by the Owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall must restore it as a party wall unless the Owner agrees to the contrary in advance, and the other Owner making use of the wall shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provision of this Amendment, an Owner, who by has negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such element.

(e) The right of any Owner to contribution from any other Owner under this Amendment shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) In the event of any dispute arising concerning the party wall, the Association, acting through its Board of Directors, shall determine the rights of each party hereto, and its decision shall be final, binding and conclusive as to the question involved.

(g) It is the intent of Declarant to construct party walls precisely centered along the joint property lines between two Lots as shown on the Plat. However, it is acknowledged that this construction may not be precise. Notwithstanding whether or not said wall is constructed precisely centered along said joint Lot lines, common walls constructed between two Lots shall be deemed party walls, and the area upon which such wall is located shall, for all purposes, be considered an area of easement, and an easement is specifically reserved for the benefit of each of said adjoining property Owners for himself, and his heirs, successors and assigns, in perpetuity, for the purpose of utilizing and maintaining said party wall. Said easement shall allow full and exclusive utilization of the property burdened by said easement, and maintenance shall be just as though said party wall was located precisely centered on said Lot line.

6. EASEMENT. All Common Area is hereby designated an area of easement, for the use and benefit of the Owner of Lots within One Taberna Way, and their guests, said easement being exclusive as to the Owner of a particular Lot, to the extent that driveways, walkways, patios, yards or other spaces are constructed, designed or designated for such exclusive use, the rights of easement herein to be perpetual, running with the land, and which shall run to the benefit of the heirs, successors and assigns of the Owner of each Lot. To the extent of any disagreement as to the extent of any easement area within the Common Area, or to whom such easement is reserved, if exclusive, the decision of the Association, through its Board of Directors, shall be deemed binding and conclusive of such issue.

7. INSURANCE. The Association shall at all times designate an insurance company which will, for a reasonable premium, issue to and for the benefit of each Owner within One Taberna Way full replacement cost hazard insurance, with deductibles as established from time to time by the Association, upon recommendation (which shall be non binding) of the budget committee of One Taberna Way as above established. Each Owner within One Taberna Way shall be obligated to purchase from such designated company such full replacement cost hazard insurance, at the expense of said Owner, and such insurance must be maintained at all times. Proof of such insurance shall be provided to the Association upon issuance, and upon each renewal; each such policy must contain a provision that the Association must receive a minimum of twenty days prior written notice from the issuer of such policy prior to the cancellation thereof. To the extent that any Owner fails to procure the required insurance, the Association may procure such insurance on behalf of said Owner, and may charge the Owner the full premium therefore (and any cost incidental to the procurement of such coverage), and may collect such, plus ten percent administrative fee, in the nature of a special assessment against the Owner of such Living Unit. The Association shall maintain liability insurance for the benefit of the Association,

its officers, directors and owners within One Taberna Way, and if there is any additional premium, in addition to the general liability insurance maintained by the Association for procuring such insurance, such premium shall be collected as part of the One Taberna Way Supplemental Dues.

8. **BUILDING RESTRICTIONS.** None of the building restrictions contained in the Master Covenants (as opposed to use restrictions) shall be applicable to One Taberna Way. All Living Units constructed within One Taberna Way shall be constructed by Declarant, or in accordance with plans approved by Declarant.

9. **IMPERVIOUS SURFACE LIMITATIONS.** Declarant has procured permission from the State of North Carolina, under its stormwater regulations, to construct Living Units and related facilities, as planned by Declarant, within One Taberna Way, but is required, and hereby does, limit the amount of impervious surface to a maximum of 4,324 square feet per Lot. Therefore, no additional construction of impervious surfaces shall be allowed without consent of Declarant and, to the extent resulting in impervious surface coverage in excess of 4,324 square feet per Lot, without the consent 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. 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.

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

11. **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 One Taberna Way 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 COMPANY

BY:


JOHN M. DOUGHTY, ASST. VICE PRESIDENT

ATTEST:



ASST. SECRETARY

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

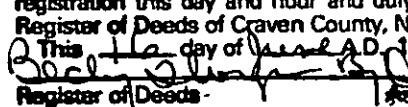
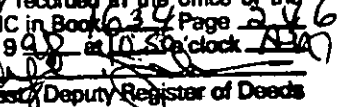
COUNTY OF CRAVEN

I, Sylvia L. Flowers, 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 10th day of June, 1998.
1998

My Commission Expires:

2-9-99FILE:D:\WEYER\OneTab.AMD
P4/20/98
Notary PublicState of North Carolina, Craven County
The foregoing certificate(s) of Sylvia L. Flowers

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 1634 Page 246.
This 10 day of June A.D. 1998 at 10:50 o'clock AM.
 Register of Deeds
 Deputy Register of Deeds

BK 1574 PG 046

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - SECTION 2 OF PHASE I

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 19th day of June, 1997, 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 described as Lots 31 through 48 as shown on that plat of Section 2, Phase I of Taberna, recorded in Plat Cabinet G, Slides 30-H, Craven County Registry, 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 "Section 2 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.

BK 1574 PG 047

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

B. January 1, 1998.

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 building restrictions contained in the Master Covenants (with exception of those contained in paragraph 21) shall be fully applicable to Section 2 Lots, except as specifically modified hereby. All applicable setbacks as set out in the Master Covenants shall be applicable.

The minimum square footage of heated, enclosed living space for each approved Living Unit constructed on any Lot shown on the Plat shall be 1,500 square feet for single level homes and 1,800 square feet for two level homes, a minimum of 1,200 square feet of such 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.

5. IMPERVIOUS SURFACE LIMITATIONS. The impervious surface allowed on Section 2 Lots shall be limited to 4,000 square feet of coverage per Lot, in order for restrictions imposed on the Lots by the Department of Environmental Management of the State of North Carolina to be met. 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. DEFINITIONS. All definitions contained in the Master Covenants are hereby incorporated within this Amendment by reference.

BK 1574 PG 048

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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 Section 2 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.

MEYERHAEUSER REAL ESTATE COMPANY

BY:

JOHN M. DOUGETT, ASST. VICE PRESIDENT

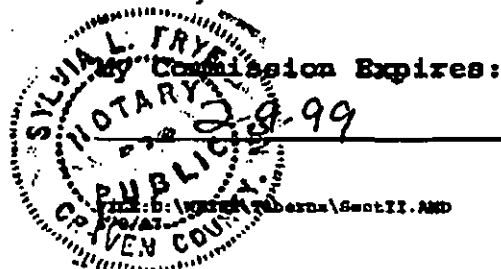


STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Sylvia L. Frye, a Notary Public of the County and State aforesaid, certify that Ann W. Rackley personally came before me this day and acknowledged that she is Assistant Secretary of Meyerhaeuser 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 25th day of June, 1998.



Sylvia L. Frye
Notary Public

State of North Carolina, Craven County
The foregoing certificate of Sylvia L. Frye

is (are) certified to be correct. This instrument was presented for registration this day and hour and day recorded in the office of the Register of Deeds of Craven County, NC in Book 1574, Page 48.
This day of June, 1998 at Washington, DC
David H. Thompson Wm. Allen
Register of Deeds Asst./Deputy Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - SECOND ADDITION OF PHASE II

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 11th day of August, 1997, 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 the Second Addition of Phase II of Taberna, recorded in Plat Cabinet G, Slides 33-C, 33-D and 33-E, Craven County Registry, including, without limitation, Lots 156 through 171 and Lots 230 through 267, 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 "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. DUES. Annual dues payable to the Association (prorated as appropriate) shall be due and payable upon each Second 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 Second Addition Lot by Declarant to a third party; or

B. January 1, 1998.

3. ASSOCIATION RESPONSIBILITIES. The Association shall be responsible for owning and maintaining all properties designated as "Association Property" or "Association Property Green" on the Flat. 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 Second Addition Lots, except as specifically modified hereby. Lots 235 through 239, Lots 257 through 265 and Lot 267 are, for all purposes, to be considered Lots with golf course frontage, so that, without limitation, the easements contained in paragraph 13 of the Master Covenants and the provisions of paragraph 16 of the Master Covenants shall be fully applicable to said Lots.

The minimum square footage of heated, enclosed living space for each approved Living Unit constructed on Lots 235 through 239 and 257 through 267 as shown on the Flat shall be 2,000 square feet for single level homes and 2,200 square feet for two level homes, a minimum of 1,400 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 constructed on Lots 230 through 234, 240 through 256 and 156 through 171 as shown on the Flat shall be 1,800 square feet for single level homes and 2,000 square feet for two level homes, a minimum of 1,300 square feet of such 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.

5. IMPERVIOUS SURFACE LIMITATIONS. The impervious surface allowed on Second Addition Lots shall be limited to 7,500 square feet of coverage per Lot, in order for restrictions imposed on the Lots by the Department of Environmental Management of the State of North Carolina to be met. 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. BUILDERS. Declarant has selected certain licensed, general contractors to construct homes on Second Addition Lots, based upon an investigation as to the type of home constructed by such contractors, the quality of home constructed by said contractors and the financial standing of such contractors. The Architectural Control Committee shall not be required to approve the construction of any home on any Second Addition Lot unless the general contractor selected by the owner of said Lot is one of the approved general contractors. The identity of the selected general contractors shall be provided to the owner of any Lot upon request given to Declarant. All such selected general contractors are independent contractors, and Declarant does not warrant or insure the performance of any of such general contractors. This restriction may be waived by Declarant at any time by written notice given to the Architectural Control Committee of the Association.

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 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.

WEYERHAEUSER REAL ESTATE COMPANY

BY:

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



STATE OF NORTH CAROLINA

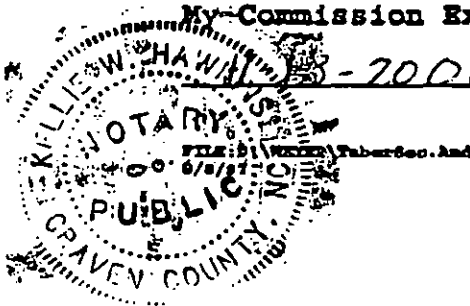
COUNTY OF CRAVEN

I, Kellie W Hawkins, 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 Meyerhaeuser 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 11th day of August, 1997.

Kellie W Hawkins
Notary Public

My Commission Expires:



State of North Carolina, Craven County
The foregoing certificate(s) of Kellie W. Hawkins

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 681 Page 42
This 12th day of August A.D., 1997 at 8:05 o'clock PM

Register of Deeds

Asst./Deputy Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE II

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 18th day of October, 1996, 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 described as Lots 110 through 155; 172 through 187; 221 through 229; as shown on that plat of Phase II of Taberna, recorded in Plat Cabinet G-12-E, Slides E-F-G-H, Craven County Registry, as well as all rights-of-way and other properties described thereon. Said plat shall herein be referred to as "Phase II 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 Phase II Plat shall be referred to herein as "Phase II Lots."

Declarant further subjects all property denoted "Association Property" and "Association Property Green" on the Phase II 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 II 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 II Lot by Declarant to a third party; or

B. June 1, 1997.

3. ASSOCIATION RESPONSIBILITIES. The Association shall be responsible for owning and maintaining all properties designated as "Association Property" or "Association Property Green" on the Phase II 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 building restrictions contained in the Master Covenants (with exception of those contained in paragraph 21) shall be fully applicable to Phase II Lots, except as specifically modified hereby.

All applicable set backs as set out in the Master Covenants shall be applicable, except that there shall be a minimum building set back on Lots 110, 111, 112, 113, 114, 115, 117, 118, 119, and 120, which setback shall be 100 feet from the right-of-way line of Taberna Circle (as to Lots 110 through 115) and from Walden Road (as to Lots 117, 118, 119 and 120).

As to Lots 110 through 120, any driveway constructed shall be a concrete drive to the extent that said drive is 100 feet or less in distance from the front street right-of-way, but if the drive extends more than 100 feet from said street right-of-way, the additional footage of the drive may be concrete, asphalt or may be rocked.

The owners of Lots 123, 124 and 125 shall be allowed, subject to Architectural Control Committee approval, to construct one dock adjacent to each such Lot. Such docks must be no nearer than ten feet to any adjoining property line, must not extend more than twenty percent across the width of the creek, and must be designed so as to minimize visual impact from surrounding properties and minimize impact on navigation or other use of the creek. All such docks are subject to the absolute control of the Architectural Control Committee as to materials, size and location. The owner of such lots shall be responsible for procuring all required permits.

The minimum square footage of heated, enclosed living space for each approved Living Unit constructed on Lots 110 through 115; 175 through 187 and 221 through 229 shall be 2,000 square feet for single level homes and 2,200 square feet for two level homes, a minimum of 1,400 square feet of such space being located in the first living floor of the Living Unit. The minimum square footage of heated, enclosed living space for each approved Living Unit constructed on Lots 116 through 155 and Lots 172 through 174 shall be 1,800 square feet for single-level homes and 2,000 square feet for two level homes, a minimum of 1,300 square feet of such space being located in the first living floor of the Living Unit. Carports, garages, attics, porches, patios, decks and basements shall not be considered heated, enclosed living space.

5. IMPERVIOUS SURFACE LIMITATIONS. The impervious surface allowed on Lots 110, 111, 112, 113, 114, 115, 117, 118, 119, 120, 123, 124, 125, 126 and 127 shall be limited to 10,000 square feet of coverage per lot, and the impervious surface allowed on all other Lots named in paragraph 1 hereinbefore shall be 7,500 square feet of coverage per lot, in order for restrictions imposed on the Phase II Lots by the Department of Environmental Management of the State of North Carolina to be met. 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. DEFINITIONS. All definitions contained in the Master Covenants are hereby incorporated within this Amendment by reference.

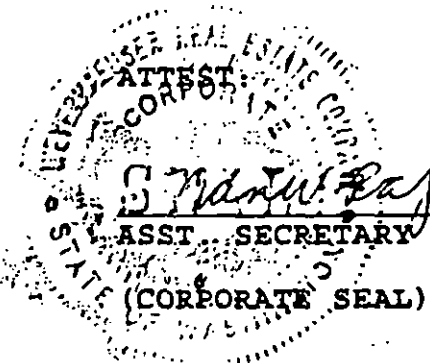
7. SURVIVAL. Except as specifically amended by this Amendment, all provisions of the Master Covenants, to the extent not limited therein to particular designated Lots, and as the same may be amended from time to time, shall be fully applicable to all Phase II Lots, and the terms and conditions of the 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 COMPANY

BY:

John M. Dougherty
JOHN M. DOUGHERTY, ASST. VICE PRESIDENT



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Kathleen R. Sennett, a Notary Public of the County and State aforesaid, certify that NAN W. PACHLEY 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 1st day of October, 1996.



My Commission Expires:

November 13, 2000

Kathleen R. Sennett
Notary Public

State of North Carolina, Craven County
The foregoing certificate is:

is (are) certified to be correct. This instrument was presented for registration this day and was duly recorded in the office of the Register of Deeds of Craven County, North Carolina, Book 1535, Page 248.
This 1st day of October, 1996, at 1:15 o'clock PM.
Steve Thompson Deputy Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE III

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 14 day of October, 1997, 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 III, recorded in Plat Cabinet G, Slides 38-C, 38-D, Craven County Registry, including, without limitation, Lots 268 through 299, 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 III 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 (prorated as appropriate) shall be due and payable upon each Phase III 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 III Lot by Declarant to a third party; or

B. January 1, 1998.

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 III Lots, except as specifically modified hereby. Lots 291 through 299, are, for all purposes, to be considered Lots with golf course frontage, so that, without limitation, the easements contained in paragraph 13 of the Master Covenants and the provisions of paragraph 16 of the Master Covenants shall be fully applicable to said Lots. Lots 279 through 282 shall be considered Water Front Lots. No docks, piers, bulkheads or other improvements on such Lot shall be allowed without approval of the Committee.

The minimum square footage of heated, enclosed living space for each approved Living Unit constructed on Lots 291 through 299 and 279 through 282 as shown on the Plat shall be 2,000 square feet for single level homes and 2,200 square feet for two level homes, a minimum of 1,400 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 constructed on all remaining Lots within Phase III, Taberna, as shown on the Plat shall be 1,800 square feet for single level homes and 2,000 square feet for two level homes, a minimum of 1,300 square feet of such 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.

5. IMPERVIOUS SURFACE LIMITATIONS. The impervious surface allowed on Lots 268, 269, 273 through 278, 283, 284, and 287 through 299 shall be limited to 7,500 square feet of coverage per Lot, in order for restrictions imposed on the Lots by the Department of Environmental Management of the State of North Carolina to be met. The impervious surface allowed on Phase III Lots numbered 270 through 272, 279 through 282 and 285 and 286 shall be limited to 10,000 square feet of coverage per Lot, in order for restrictions imposed on the Lots by the Department of Environmental Management of the State of North Carolina to be met. * 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. 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 III 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 COMPANY

BY:


JOHN M. DOUGHERTY, ASST. VICE PRESIDENT


ATTEST:

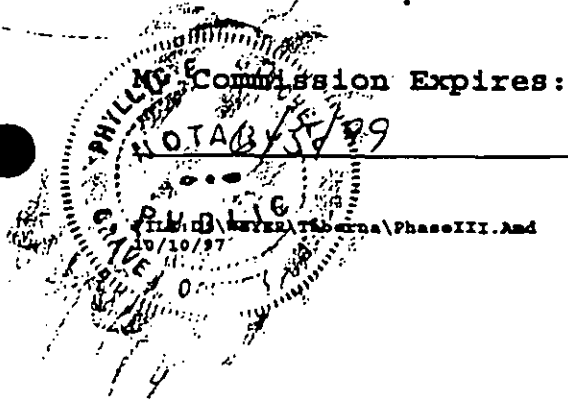
ASST. SECRETARY
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Phyllis E. Mitchell, a Notary Public of the County and State aforesaid, certify that Don 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 14th day of October, 1997.



Phyllis E. Mitchell
Notary Public

State of North Carolina, Craven County

The foregoing certificate(s) of _____

Phyllis E. Mitchell
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 1592 Page 143
This 14 day of Oct A.D. 1997 at 2:10 o'clock PM

Betsy Overman
Register of Deeds
Leah C. Linn
Asst./Deputy Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE IV

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 30th day of September, 1998, 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 IV, recorded in Plat Cabinet G, Slides 61C through E, Craven County Registry, including, without limitation, Lots 300 through 346, 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 IV 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 (prorated as appropriate) shall be due and payable upon each Phase IV 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 IV Lot by Declarant to a third party; or

B. January 1, 1999.

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. The Association shall also own that private street more fully described hereafter in paragraph 6.

4. BUILDING RESTRICTIONS. All restrictions contained in the Master Covenants (with exception of those contained in paragraph 21) shall be fully applicable to Phase IV Lots, except as specifically modified hereby. Lots 300 through 317 and 341 through 346, are, for all purposes, to be considered Lots with golf course frontage, so that, without limitation, the easements contained in paragraph 13 of the Master Covenants and the provisions of paragraph 16 of the Master Covenants shall be fully applicable to said Lots. Lots 324 through 329 shall be considered Water Front Lots, and are hereinafter referred to as "Taberna Landing Lots." No docks, piers, bulkheads or other improvements on such Lot shall be allowed without approval of the Committee. The Committee has adopted water access building guidelines applicable to Taberna Landing Lots, which include the following conditions and limitations:

A. no elevated structure shall be constructed beyond the rear minimal building envelope setback line;

B. walkway structures constructed over wetlands may not exceed six feet in width;

C. maximum dock surface area may not exceed 192 square feet; and

D. no structure may extend over the water greater than twenty five percent of the channel width.

The minimum square footage of heated, enclosed living space for each approved Living Unit constructed on Lots 300 through 317, Lots 324 through 329 and Lots 341 through 346 as shown on the Plat shall be 2,000 square feet for single level homes and 2,200 square feet for two level homes, a minimum of 1,400 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 constructed on all remaining Lots within Phase IV, Taberna, as shown on the Plat shall be 1,800 square feet for single level homes and 2,000 square feet for two level homes, a minimum of 1,300 square feet of such 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.

5. IMPERVIOUS SURFACE LIMITATIONS. The maximum impervious surface allowed on Lots 300 through 315, Lots 321 through 323, Lots 330 through 333, Lots 339 through 342 and Lot 346 is 4,500 square feet per lot. The maximum impervious surface allowed on Lots 316 through 320, Lots 324 through 329 and Lots 334 through 338 is 6,500 square feet per lot. The maximum impervious surface allowed on Lot 343 through 345 is 3,600 square feet per lot.

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. TABERNA LANDING RESTRICTIONS. The following specific benefits and restrictions shall apply to Taberna Landing Lots, as

above identified, and shall be in addition to any other restrictions or conditions applicable to said lots contained herein or in the Master Covenants:

A. That 50' public utility right-of-way and private access shown on the Plat (Page 3), and extending from the terminus of the cul de sac at the end of Brugg Court, shall be owned by the Association, and the Association shall be entitled to determine utilization thereof, including limitations thereon, and shall further be authorized to allow utility use thereof. Access shall not be denied to Taberna Landing Owners and their guests, which Owners are herein granted a perpetual right of access and ingress over said private access, which right is appurtenant to each Taberna Landing Lot.

B. Association shall maintain said 50' public utility right-of-way and private access, and is specifically authorized to charge to each Taberna Landing Lot Owner Supplemental Dues as allowed by the Master Covenants, for maintenance thereof (including maintenance reserves). The Supplemental Dues payable by each Taberna Landing Lot Owner for the 1999 calendar year shall be \$300.00. Said amount may be adjusted annually as set out in the Master Covenants.

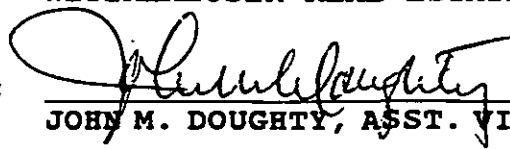
7. DEFINITIONS. All definitions contained in the Master Covenants are hereby incorporated within this Amendment by reference.

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 IV 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 COMPANY

BY:


JOHN M. DOUGHTY, ASST. VICE PRESIDENT


ASST. SECRETARY
(CORPORATE SEAL)
OF WASHINGTON

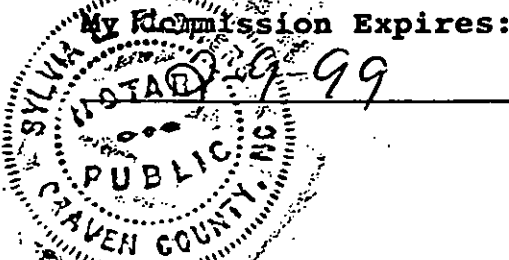
STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Sylvia L. Flowers, 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 2nd day of October, 1998.

Sylvia L. Flowers
Notary Public



WEYER\Taberna.IV
9/13/98

State of North Carolina, Craven County

The foregoing certificate(s) of Sylvia L. Flowers

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 1654, Page 390

This 2nd day of October, A.D. 1998 at Wilmington
Deborah Thompson Sylvia L. Flowers
Register of Deeds Asst./~~Notary~~ Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

Craven NC - Document Stair
Becky Thompson, Register of Deeds
Date 09/22/2000 Time 15:27:02 1 of 1
No: 2000-00013667

Book 1777 Page 641

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE V

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 20th day of September, 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 V, recorded in Plat Cabinet G, Slide 101F and 101G, Craven County Registry, including, without limitation, Lots 383 through 406, 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 V Lots."

Work Flow No: 9999-00029817

Date 09/22/2000 Time 15:27:00 2 of 4 Pgs
No: 2000-00013667

Book 1777 Page 642

2

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 (prorated as appropriate) shall be due and payable upon each Phase V 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 V 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 Phase V 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 single story construction, and 2,100 square feet, with 1,300 square feet on the first living floor, for two living floor construction.

5. IMPERVIOUS SURFACE LIMITATIONS. The maximum impervious surface allowed on Lot 393 is 4,500 square feet, Lots 389, 392 and 396 through 400 shall be 5,000 square feet per Lot, Lots 384 through 388, 390, 391, 394, 395 and 401 through 404 shall be 5,500 square feet per Lot, and for Lots 383, 405 and 406, shall be 6,000 square feet per Lot.

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.

Date 09/22/2000 Time 15:27:02 3 of 1 Pgs
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Book 1777 Page 643

3

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. 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 V 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 COMPANY

BY:


JOHN M. DOUGHTY, ASST. VICE PRESIDENT

ATTEST:


ASST. SECRETARY
(CORPORATE SEAL)

4

STATE OF NORTH CAROLINA

Date 09/22/2000 Time 15:29:02 4 of 4 Pgs
Ref: 2000-00013667

COUNTY OF CRAVEN

Book 1777 Page 644

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 22nd day of September, 2000.

Lori G. Worley
Notary Public

My Commission Expires:

07-05-2004



WATER\Taberna\Phase. V
9/3/00

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 1777 Page 644
This 22 day of September A.D. 2000 at 3:22 o'clock PM
Register of Deeds [Signature] Asst./Deputy Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE VI

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 5th day of November, 1998, 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 VI, recorded in Plat Cabinet G, Slide 62-C & D, Craven County Registry, including, without limitation, Lots 407 through 415 and 522 through 539, 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 VI 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 (prorated as appropriate) shall be due and payable upon each Phase VI 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 VI Lot by Declarant to a third party; or

B. January 1, 1999.

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 VI 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 1,400 square feet, all of which must be on the first living floor.

5. **IMPERVIOUS SURFACE LIMITATIONS.** The maximum impervious surface allowed on Lots 407 through 415, 525, 527 and 534 is 5,000 square feet per lot. The maximum impervious surface allowed on Lots 521, 526, 528, 533, 537 and 538 is 4,200 square feet per lot. The maximum impervious surface allowed on Lots 522 through 524, 529 through 532, 535, 536 and 539 is 3,800 square feet per lot.

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. CONTRACTOR LIMITATIONS. Because Taberna, Phase VI, is a cluster home community, it is essential to the value of each lot that construction be undertaken in an orderly and consistent manner. Therefore, Declarant may require, in any contract of sale, that construction be commenced within a specified time frame, and that construction be undertaken by a specified licensed general contractor, with plans which have been prepared and approved in accordance with the Master Covenants. All such restrictions contained in any sales contract shall be binding upon Declarant and the purchaser of any Lot within Taberna, Phase VI.

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 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 COMPANY

BY:


JOHN M. DOUGHTY, ASST. VICE PRESIDENT

ATTEST:


ASST. SECRETARY
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Sylvia L. Flowers, a Notary Public of the County and State aforesaid, certify that Nanw. 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 9th day of November, 1998.

Sylvia L. Flowers
Notary Public

My Commission Expires:

2-9-99

State of North Carolina, Craven County
The foregoing certificate(s) of Sylvia L. Flowers

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 461 Page 457.

This 10 day of Nov A.D. 1998 at 2:40 clock PM.
Becky Thompson Register of Deeds
Sylvia L. Flowers Asst./Deputy Register of Deeds

WEYER\Taberna.VI
10/31/98

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

Craven NC - Document Stager
Becky Thompson, Register of Deeds
Date 12/15/2000 Time 10:54:27 1 of 4 Pgs
Not 2000-00017315
Book 1790 Page 607

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE VI, FIRST ADDITION

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 11th day of December, 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 VI, First Addition, including, without limitation, Lots 416 through 421; Lots 452 through 469 and Lots 504 through 520, as well as all rights of way and other properties described thereon, recorded in Plat Cabinet G, Slide 108E, Craven County Registry, 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 VI, First 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, Monnier Custom Homes, Inc., a North Carolina corporation ("Monnier") for Monnier to purchase all of the Phase VI, First Addition Lots. In accordance with such contract, Monnier shall construct a home on each Lot, unless such requirement is waived by Declarant. Monnier 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 Monnier.

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 from Monnier or its successors and assigns to a third party purchaser, unrelated to Monnier. 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 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 VI, First 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 1,400 square feet, all of which must be on the first living floor.

5. IMPERVIOUS SURFACE LIMITATIONS. The maximum impervious surface allowed on Lots 416 through 421 is 3,600 square feet per lot. The maximum impervious surface allowed on Lots 452 through 460 and 468 through 469 is 3,800 square feet per lot. The maximum impervious surface allowed on Lots 461 through 467 and 504 through 520 is 3,200 square feet per lot.

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. 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 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 COMPANY

BY: 

JOHN M. DOUGHTY, ASST. VICE PRESIDENT

ATTEST:


ASST. SECRETARY

(CORPORATE SEAL)

Date 12/15/2000 Time 10:54:27 4 of 4 Pgs
No: 2000-00017315

Book 1790 Page 610

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Lori G. Worley, a Notary Public of the County and State aforesaid, certify that Nan W. Raekley 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 12th day of December, 2000.

Lori G. Worley
Notary Public

My Commission Expires:

07-05-2004



WEYER\Taberna\FirstAdd.VI
11/26/00

State of North Carolina, Craven County
The foregoing certificate(s) of Lori G. Worley

is (ere) 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 1790 Page 602.
This 15 day of Dec A.D. 2000 at 10:50 clock AM

Register of Deeds

[Signature]
Asst. Deputy Register of Deeds

NORTH CAROLINA

Craven County

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

Craven NC - Document Stamp
Becky Thompson, Register of Deeds
12/06/2001 Time 10:21:56 1 of 7 Pages
001-00035708

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")

WITNESSETH:

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

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,

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

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 771, 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, 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 Builder. 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.

Declarant's Declaration to its 7 Ps
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

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

(CORPORATE SEAL)

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

WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY

BY:

John W. Blum
Vice President

Sandeep Wilson
Secretary
(CORPORATE SEAL)

DAVID M. STROUD, Trustee for Weyerhaeuser Banking & Trust Company

Book 1871 Page 615
BLUE WATER HOME CONSTRUCTION, LLC (SEAL)

BY: [Signature] (SEAL)
Manager
BY: [Signature] (SEAL)
Manager

NORTH CAROLINA
CRAVEN COUNTY

I, SANDRA C. STEVENS, a Notary Public, do hereby certify that KENNETH I. PEREGOV 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. PEREGOV as its ASSISTANT Secretary.

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

[Signature] SANDRA C. STEVENS
NOTARY PUBLIC
[Notary Seal: SANDRA C. STEVENS, NOTARY PUBLIC, CRIVEN COUNTY, N.C.]

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] YVONNE E. SHOCKNEY
NOTARY PUBLIC
[Notary Seal: YVONNE E. SHOCKNEY, NOTARY PUBLIC, CRIVEN COUNTY, N.C.]

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 is the day of DECEMBER, 2001 at 10:21:56.
[Signature] Deputy Register of Deeds

NORTH CAROLINA

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

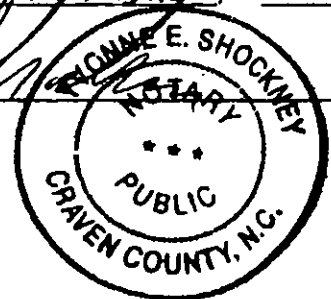
Craven COUNTY

Book 1871 Page 616

I, Yvonne E. Shockney, 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. Shockney
NOTARY PUBLIC



My Commission Expires: 4-30-2005

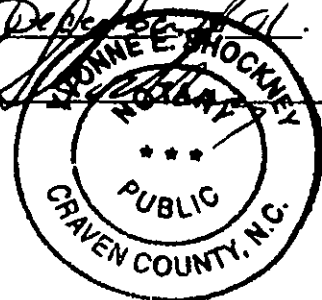
NORTH CAROLINA

Craven COUNTY

I, Yvonne E. Shockney, 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. Shockney
NOTARY PUBLIC



My Commission Expires: 4-30-2005

NORTH CAROLINA

Craven COUNTY

I, Maria Bannette Stewart, a Notary Public, do hereby certify that Rich L. Schaper and Milton A. Asken 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 Bannette Stewart
NOTARY PUBLIC

My Commission Expires: 04-30-2004

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

Craven NC - Document Stamp
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 30th 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.

Date 10/01/2002 Time 09:07:11 2 of 8 Pg
No: 2002-00052471

Therefore, the Master Covenants are hereby amended as follows: 1951 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: 2001-0001247h main-
tenance standards for such properties, and to maintain such prop-
erties in accordance with such standards. 1951 case 824

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.

Date 10/01/2002 Time 09:07:11 4 of 8 Pg

Filling in or piping of any vegetation (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. 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.

Date 10/01/2002 Time 09:07:11 5 of 8 F

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

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 L. PEREGOY 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 1st day of OCTOBER, 2002.

My Commission Expires:
3-27-07

Mary H. Smithey
Notary Public

WEYERHAEUSER/Phase VI, Fourth Addition
9/27/02

State of North Carolina, Craven County
The foregoing certificate(s) of [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 151 Page 822
This 1 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 Page 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

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.
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. 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 **10/1/2002** Page **8 of 2 Pg**
 No: 2002-00052471

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.
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. 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

Craven NC - Document Stamp
Becky Thompson, Register of Deeds
Date 04/23/2003 Time 09:51:15 1 of 9 Pgs
No: 2003-00065924

Book **2027** Page **995**

Fee Amt : 38.00
Excise Tax: .00

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE VI, FIFTH ADDITION

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 10TH day of APRIL, 2003, 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:

Work Flow No: 9999-00139607

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 2027 Page 996

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, Fifth Addition, including, without limitation, Lots 479 through 500 and 721 through 732, as well as all rights-of-way and other properties described thereon, recorded in Plat Cabinet G, Slide 163-B, 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, Fifth 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, Fifth 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 establish main-

tenance standards for such properties, and to maintain such properties in accordance with such standards.

Date 04/23/2003 Time 09:51:15 3 of 9 P
Book 2027 Page 997

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, Fifth 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, Fifth 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, Fifth 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.

Book 2027 Page 998

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. 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, Fifth 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, Fifth 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.

Book 2027 Page 999

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, VICE PRESIDENT

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. PEREGOY
personally came before me this day and acknowledged that he 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 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 April, 2003.

Notary Public

My Commission Expires:

3-27-07

WEYER\Taberna\Phase VI, Fifth Addition
03/11/03

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 2027 Page 999

This 23 day of April, 2003 at 9:51 clock AM
Betsy Thompson, Asst./Deputy Register of Deeds

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

Attachment 51A5 6 of 9 Pgs
 Date: 2003-00065924

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.
 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. 37B) REV. 473	10,350	3,000
(SEC. 37B) REV. 474	10,373	3,000
(SEC. 37B) REV. 475	10,514	3,000
(SEC. 37B) REV. 476	10,663	3,000
(SEC. 37B) REV. 477	10,539	3,000
(SEC. 37B) REV. 478	10,051	3,000
(SEC. 37B) BUFFER AREAS	5,401	0
(SEC. 37A) REV. 479	11,672	3,100
(SEC. 37A) REV. 480	9,338	3,100
(SEC. 37A) REV. 481	9,326	3,100
(SEC. 37A) REV. 482	9,237	3,100
(SEC. 37A) REV. 483	9,264	3,100
(SEC. 37A) REV. 484	9,492	3,100
(SEC. 37A) REV. 485	7,668	3,100
(SEC. 37A) REV. 486	11,164	3,100
(SEC. 37A) REV. 487	7,728	3,100
(SEC. 37A) REV. 488	9,544	3,100

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

Date 04/23/2003 Time 09:51:15 7 of 9 Pages
 No: 2003-00065724

ATTACHMENT A

REVISED: COMBINED APPLICATION FOR PHASE 4 AND PHASE 6
 MODIFICATIONS TO THE APPROVED STORMWATER PERMIT
 NO. SW7990216 DATED AUGUST 6, 1999
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(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: 02/26/02
 No: 2003-00065924
 8 of 9 Pages

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

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

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

Date: 04/27/2003 Time: 09:15 9 of 9 P.
 No: 2003-00065924

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.
 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. 732	11,487	3,100
(SEC. 37A) ASSOCIATION PROPERTY	139,356	0
REVISED TOTALS 151 LOTS	2,183,369	515,600

TOTAL AREA OF PHASE 6: SECTIONS 36, 37A, 37B & 38 2,648,448 SQ FT
 (151 LOTS)

TOTAL ALLOWABLE IMPERVIOUS LOTS 515,600 SQ FT

STREETS & SIDEWALKS 227,747 SQ FT

% IMPERVIOUS (743,347 / 2,648,448) 28.10 %

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

Page
1671 0453

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE 7

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 20th day of April, 1999, 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, recorded in Plat Cabinet G, Slides 75-A, 75-B and 75-C, Craven County Registry, including, without limitation, Lots 540 through 547 and Lots 552 through 566, 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 7 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.

2. DUES. Annual dues payable to the Association (prorated as appropriate) shall be due and payable upon each Phase 7 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 7 Lot by Declarant to a third party; or

B. January 1, 2000.

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 7 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 1,800 square feet for single level homes and 2,100 square feet for two level homes, a minimum of 1,300 square feet of such 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.

5. IMPERVIOUS SURFACE LIMITATIONS. The impervious surface allowed on Lots 552 through 566 and 540 through 545 shall be limited to 5,000 square feet of coverage per Lot, and the impervious surface allowed on each of the other Lots as shown on the Plat shall be 8,000 square feet of coverage per Lot, in order for restrictions imposed on the Lots by the Department of Environmental Management of the State of North Carolina to be met. 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. 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 7 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 COMPANY

BY:

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

ATTEST:

Nancy Rackley
ASST. SECRETARY
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, SANDRA C. STEVENS, a Notary Public of the County and State aforesaid, certify that NANCY 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 20th day of APRIL, 1999.

My Commission Expires:

FEBRUARY 25, 2004

WEYER\Taberna\Phase7.Amd
4/19/99

State of North Carolina, Craven County
The foregoing certificate is

is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded by the office of the Register of Deeds of Craven County, NC in Book 1691 Page 453

This 21st day of April, 1999 at 8:00 o'clock AM
Sandra C. Stevens
Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE 7, FIRST ADDITION

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 9th day of August, 1999, 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, First Addition, recorded in Plat Cabinet G, Slides 82-D and 82-E, Craven County Registry, including, without limitation, Lots 567 through 578, 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 7, First Addition 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.

2. DUES. Annual dues payable to the Association (prorated as appropriate) shall be due and payable upon each Phase 7, 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 7, First Addition Lot by Declarant to a third party; or

B. January 1, 2000.

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 7, First Addition Lots, except as specifically modified hereby.

In addition to said restrictions, on Lots 567 through 572, no exposed treated wood will be used on any rear deck constructed as part of the approved improvements on said Lots. The rear of the Lot shall be the side of the Lot facing the rear yard along Emmen Road. Subject to required approval by the Committee, rear decks on said Lots may be constructed, but shall be made of PVC plastic or brick raised slabs, or other materials approved by the Committee.

The minimum square footage of heated, enclosed living space for each approved Living Unit shown on the Plat shall be 1,800 square feet for single level homes and 2,200 square feet for two level homes, a minimum of 1,400 square feet of such 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.

5. IMPERVIOUS SURFACE LIMITATIONS. The impervious surface allowed on Lots 567 through 569 shall be limited to 4,400 square feet of coverage per Lot, and the impervious surface allowed on Lots 570 through 578 as shown on the Plat shall be 5,200 square feet of coverage per Lot, in order for restrictions imposed on the Lots by the Department of Environmental Management of the State of

North Carolina to be met. 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, and specifically include any impervious surface, even if on an adjacent right-of-way, constructed to connect a lot to the paved portion of a street. 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.

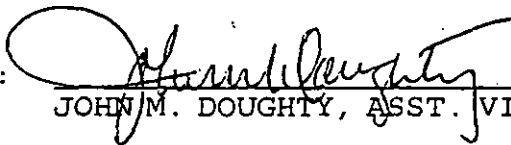
6. DEFINITIONS. All definitions contained in the Master Covenants are hereby incorporated within this Amendment by reference.

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 7, 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 COMPANY

BY:


JOHN M. DOUGHTY, ASST. VICE PRESIDENT


ASST. SECRETARY
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Lori Ann Grady, 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 9th day of August, 1999.

Lori Ann Grady
Notary Public

My Commission Expires:

07-05-2004

WEYER\Taberna\First-7.Amd
08/03/99

State of North Carolina, Craven County
The foregoing certification is
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 1712 Page 1003
This 10th day of August, 1999 at 1:25 o'clock PM
Register of Deeds
Asst./Deputy Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

Book Page
1726 0915

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE 7, SECOND ADDITION

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 10th day of November, 1999, 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, Second Addition, recorded in Plat Cabinet 6, Slide 88-D, Craven County Registry, except for the property designated thereon as Lot 551. 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 (prorated as appropriate) shall be due and payable upon each 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 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 1,800 square feet for a one story structure, and 2,200 square feet for a two story structure, a minimum of 1,400 square feet of which must be located on the first living floor.

5. IMPERVIOUS SURFACE LIMITATIONS. The maximum impervious surface allowed on each of Lot 548, 549 and 550 is 8,000 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. This Amendment does not subject Lot 551 as shown on the Plat to the Master Covenants. However, Declarant warrants and represents that by subsequent amendment Lot 551 shall be made subject to the Master Covenants, but may be designated as a site for resale to a builder. Any such amendment shall limit the total density on the site to a maximum of 10 Living Units.

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.

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: 
JOHN M. DOUGHTY, ASST. VICE PRESIDENT


ATTEST:

ASST. SECRETARY
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Lori Ann Grady, 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 11th day of November, 1999.

Lori Ann Grady
Notary Public

My Commission Expires:

07-05-2004



WEYER\Taberna\Phase7.2nd
11-6-99

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

Lori Ann Grady
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 1726 Page 915

This 15 day of Nov, A.D. 19 99 at 2:05 o'clock pm
Betty Thompson Maria M. Williams
Register of Deeds Deputy Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

Craven NC - Document 30117
Becky Thompson, Register of Deeds

Date 06/29/2000 Time 14:11:08 1 of 4 pgs

AMENDMENT TO PROTECTIVE COVENANTS

TABERNA - PHASE 7, THIRD ADDITION

Page 650

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:

Date 08/29/2000 Time 14:11:03
Vol 2000-00009676
Book 1762 Page 651

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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 Book 1762 Page 652

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.

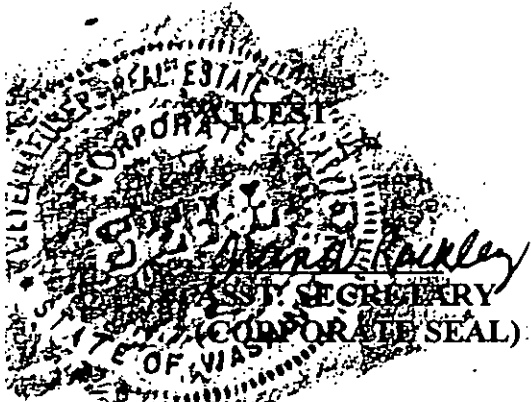
IN WITNESS WHEREOF, the undersigned have executed this instrument under authority duly given as of the day and year first above written.

Date: 06/29/2000 Time: 1:11:05
 No: 2000-00009675
 Book 1762 Page 653

WEYERHAEUSER REAL ESTATE COMPANY

BY:

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



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 1762 Page 650
 This 29 day of June A.D., 2000 at 2:11 o'clock PM
Billy Thompson *Emilia M. Williams*
 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.

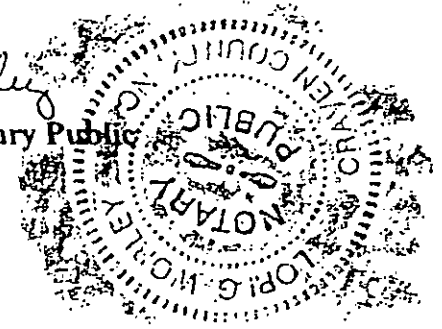
Witness my hand and official stamp or seal, this 29th day of June, 1999.

My Commission Expires:

07-05-2004

Lori G. Worley

Notary Public



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

Craven NC - Document Star

Becky Thompson, Register of Deeds

Date 03/16/2000 Time 14:58:33 1 of 4 Pages

AMENDMENT TO PROTECTIVE COVENANTS 1744 Page 796

TABERNA - PHASE VIII 14.00

Excise Tax: .00

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 16th day of March, 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 VIII, recorded in Plat Cabinet G, Slides 946 & 944, Craven County Registry, including, without limitation, Lots 579 through 610, 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 VIII Lots."

Declarant further subjects all "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 (prorated as appropriate) shall be due and payable upon each Phase VIII 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 VIII 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 Phase VIII 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 1,800 square feet, for single story construction, and 2,200 square feet, with 1,400 square feet on the first living floor, for two living floor construction.

5. IMPERVIOUS SURFACE LIMITATIONS. The maximum impervious surface allowed on Lots 579 through 581, 599, 602, and 607 through 610 shall be 4,200 square feet per lot, and for lots 582 through 598, 600, 601 and 603 through 606 shall be 5,000 square feet per lot.

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. 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 VIII 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 COMPANY

BY:


JOHN M. DOUGHTY, ASST. VICE PRESIDENT

ATTEST:


ASST. SECRETARY
(CORPORATE SEAL)

OF WASHINGTON

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

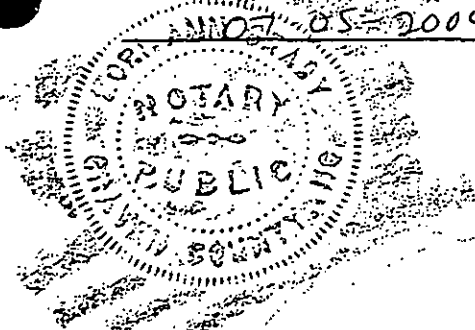
Date 03/16/2000 Time 14:58:55 4 of 4 pgs
No: 2000-00004779 Book 1744 Page 799

I, Lori Ann Grady, 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 8th day of March, 2000.

Lori Ann Grady
Notary Public

My Commission Expires:

NOV 05 2004WEYERHAEUSER/Phase. 8
2/28/00State of North Carolina, Craven County
The foregoing certificate(s) of Lori Ann Grady

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 1744 Page 798 This 16 day of March A.D. 2000 at 2:55 o'clock PM
[Signature]
 Register of Deeds West/Deputy Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

Craven NC - Document Stamp

Becky Thompson, Register of Deeds

Date 07/24/2001 Time 11:45:25 1 of 6

AMENDMENT TO PROTECTIVE COVENANTS

TABERNA, PHASES VIII, IX, & X

Book 1837 Page 611

Amended to Weyerhaeuser Real Estate

This Amendment to Protective Covenants, Taberna, Phases VIII, IX and X, is dated for purposes of reference only this 20th day of June, 2001, and is submitted for recordation by WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY, a corporation qualified to do business in the State of North Carolina, and being the successor in interest to WEYERHAEUSER REAL ESTATE COMPANY, a corporation qualified to do business in the State of North Carolina (hereinafter referred to as "Declarant").

R E C I T A L S:

Weyerhaeuser Real Estate Company prepared a master development plan for a predominantly residential community named Taberna, located in Craven County, New Bern, North Carolina, and recorded Protective Covenants for the benefit of said property and its owners ("Master Covenants") which Protective Covenants are recorded in Book 1488, Pages 565 through 599, Craven County Registry. As allowed by the Master Covenants, amendments to the Master Covenants were recorded for various sections and phases within Taberna, including Phases VIII, IX and X, which amended covenants were recorded, respectively, in Book 1744, Page 796; Book 1818, Page 167; and Book 1818, Page 193, (the "Covenants").

As allowed in the Master Covenants, the right to make minor amendments to the Master Covenants was reserved to Declarant. Weyerhaeuser Real Estate Development Company, as successor Declarant, is recording this Amendment to Protective Covenants to bring into conformity the impervious surface limitations contained in paragraph 5 of each of the Amended Covenants, with an amended permit establishing such limitation as issued by the Department of Environmental Management of the State of North Carolina.

Therefore, the Master Covenants, as previously amended by the Amended Covenants, are further amended to replace paragraph 5 of each of the Amended Covenants with the impervious surface limitations set out on the Attachment A attached hereto, and made a part hereof for all purposes.

Except as specifically amended by this Amendment, all provisions of the Master Covenants and all provisions of the Amended Covenants shall remain in full force and effect as to all Lots and Properties encumbered thereby.

IN WITNESS WHEREOF, the undersigned have executed this instrument under authority duly given as of the 23rd day of July, 2001, at Craven County, North Carolina. 2 of 6 Pages
No: 2001-00028259

WEYERHAEUSER REAL ESTATE DEVELOPMENT
COMPANY

By:

Vice President

ATTEST:

Secretary

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, SAUDRA C. STEVENS, a Notary Public of the County and State aforesaid, certify that KENNETH I. PEREGOY personally came before me this day and acknowledged that he 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 23rd day of July, 2001.

My Commission Expires:

FEBRUARY 25, 2004

Sandra C. Stevens
Notary Public

State of North Carolina, Craven County
The foregoing certificate(s) of Sandra C. Stevens

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 1832 Page 611

This 24 day of July, A.D., 20 01 at Craven County
Richard J. Hightower Charlene Hightower
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 11:45:25 3 of 4

REVISED: MODIFICATIONS TO THE APPROVED STORMWATER PERMIT
NO. SW7001115 DATED APRIL 11, 2001
TABERNA SECTIONS 22 & 23 - PHASE 8 32 LOTS
WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY

Book **1837** Page **613**

LOT NUMBER	TOTAL LOT AREA (SQ FT)	TOTAL ALLOWABLE IMPERVIOUS (SQ FT)
579	26,362	6,000
580	19,250	6,000
581	20,519	6,000
582	26,113	6,000
583	35,626	8,000
584	45,471	8,000
585	62,961	8,000
586	69,350	8,000
587	57,238	8,000
588	36,281	8,000
589	31,455	7,000
590	23,887	6,000
591	42,581	6,000
592	62,325	8,000
593	61,918	8,000
594	72,304	8,000
595	28,814	6,000
596	32,755	7,000
597	52,128	8,000
598	26,770	6,000
599	19,004	6,000
600	46,227	8,000
601	53,018	8,000

ATTACHMENT A

Date 07/24/2001 Time 11:45:25 4 of 6
 TOTAL ALLOWABLE
 IMPERVIOUS (SQFT)
 1837 44

1,421,798 SQ FT

223,000 SQ FT

94,709 SQ FT

(317,709 / 1,421,798) 22.35 %

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

ATTACHMENT 4
 Date: 07/24/2001 Time: 11:45 5 of 6 P
 No: 2001-00028259
 Book 1837 Page 615

REVISED: MODIFICATIONS TO THE APPROVED STORMWATER PERMIT
NO. SW7001115 DATED APRIL 11, 2001
TABERNA SECTIONS 30 & 31 - PHASE 9 11 LOTS
WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY

LOT NUMBER	TOTAL LOT AREA (SQ FT)	TOTAL ALLOWABLE IMPERVIOUS (SQ FT)
622	52,859	8,000
623	72,862	8,000
624	40,305	7,000
625	31,488	7,000
626	34,361	7,000
627	42,346	7,000
628	27,702	6,000
629	21,492	6,000
630	26,954	7,000
631	27,248	7,000
632	26,269	7,000
TOTALS: 11 LOTS	403,886	77,000

TOTAL AREA OF PHASE 9 SECTIONS 30 & 31	403,886 SQ FT
TOTAL ALLOWABLE IMPERVIOUS LOTS	77,000 SQ FT
STREETS & SIDEWALKS (N/A PREVIOUSLY PERMITTED 8-6-99)	0 SQ FT
% IMPERVIOUS	(77,000 / 403,886) 19.06 %

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

ATTACHMENT A
 Date 07/24/2001 Time 11:45:25 6 of 6
 WA 7 8001-0023350
 Book 1837 Page 616

REVISED: MODIFICATIONS TO THE APPROVED STORMWATER PERMIT NO.
SW7001115 DATED APRIL 11, 2001
TABERNA SECTION 24 - PHASE 10 7 LOTS
WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY

LOT NUMBER	TOTAL LOT AREA (SQ FT)	TOTAL ALLOWABLE IMPERVIOUS (SQ FT)
611	21,539	6,000
612	21,800	6,000
613	42,355	7,000
614	40,753	7,000
615	31,962	7,000
616	23,757	7,000
617	27,556	7,000
TOTALS: 7 LOTS	209,722	47,000

TOTAL AREA OF PHASE 10 - SECTION 24 331,927 SQ FT
TOTAL ALLOWABLE IMPERVIOUS LOTS 47,000 SQ FT
STREETS & SIDEWALKS 33,971 SQ FT
% IMPERVIOUS (80,971 / 331,927) 24.39 %

STATE OF NORTH CAROLINA

1818

193

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE X

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 26th day of April, 2001, 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 X, recorded in Plat Cabinet G, Slides 118G and 118H, Craven County Registry, including, without limitation, Lots 611 through 617, 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 X 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.

2. DUES. Annual dues payable to the Association (prorated as appropriate) shall be due and payable upon each Phase X 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 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 X 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 1,800 square feet for single level homes and 2,100 square feet for two level homes, a minimum of 1,300 square feet of such 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.

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 conveyance (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 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 COMPANY

BY:


JOHN M. DOUGHTY, ASST. VICE PRESIDENT

ATTEST:


ASST. SECRETARY
(CORPORATE SEAL)



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

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 _____ Page _____
This _____ day of _____ A.D. 20 _____ at _____ o'clock _____

Register of Deeds

Asst./Deputy Register of Deeds

1918 196

4

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

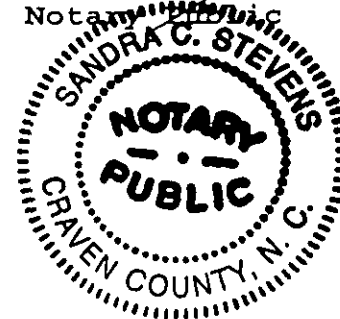
I, SANDRA C. STEVENS, a Notary Public of the County and State aforesaid, certify that KENNETH I. PERELOS personally came before me this day and acknowledged that he is Assistant Secretary of Weyerhaeuser Real Estate Company, a corporation of the State of Washington, qualified to do business in North 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 1st day of May, 2001.

Sandra C. Stevens
Notary Public

My Commission Expires:

FEBRUARY 25, 2004



WEYER\Taberna\PhaseX.Amd
4/28/01

State of North Carolina, Craven County
The foregoing certificate(s) of Sandra C. Stevens
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 1818 Page 623
This 2nd day of May A.D., 2001 at 4:00 o'clock PM
Register of Deeds [Signature] Asst./Deputy Register of Deeds

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

ATTACHMENT A

**TABERNA - SECTION 24
WEYERHAEUSER REAL ESTATE COMPANY**

LOT NUMBER	TOTAL LOT AREA (SQ FT)	TOTAL ALLOWABLE IMPERVIOUS (SQ FT)
611	22,545	4,000
612	21,800	4,000
613	23,310	4,000
614	24,464	4,000
615	21,976	4,000
616	21,772	4,000
617	17,513	4,000
TOTALS	153,380	28,000

TOTAL AREA OF SECTION 24	220,387	SQ FT
TOTAL ALLOWABLE IMPERVIOUS LOTS	28,000	SQ FT
STREETS & SIDEWALKS	27,371	SQ FT
% IMPERVIOUS	(55,371 / 220,387)	25.1 %

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

Craven NC - Document 31344
2002-06-20 - 10:00 AM
1999
AMENDMENT TO PROTECTIVE COVENANTS 25.00
TABERNA - PHASE X, FIRST ADDITION 1.00

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 G14, 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

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: 2002-00048834
Book 1930 Page 725

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 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, ~~ASST.~~ VICE PRESIDENT

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 LENNARD I. PEEBLES personally came before me this day and acknowledged that he 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.

My Commission Expires:

3-27-07

WEYER\Taberna\Phase X, First Addition Cov
6/8/02

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 193 Page 724.
This 25 day of July, A.D. 2002 at 2:40 o'clock PM
Becky Martin Deane Dick
Register of Deeds / Asst/Deputy Register of Deeds

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

DATE 9/1/01 ATTACHMENT A

NO: 2002-00048634

Book 1930 Page 728

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

Return to Weyerhaeuser
STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

Craven NC - Document State
Rocky Thompson, Register of Deeds
AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE XI, SECTIONS 26, 28 & 29
NOT 2001-00020150

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated 10/27/01 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.

Date 07/24/2001 Time 11:38:37 2 of 1 Pg.

Book 1837 Page 605

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.

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, ~~SE~~ VICE PRESIDENT

ATTEST:


ASST. SECRETARY
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

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

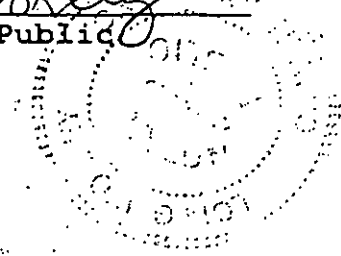
COUNTY OF CRAVEN

Book 1837 Page 607

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:

07-05-2004WEYER\Taberna\PhaseXI.Amd
7/9/01State 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 1837 Page 604
This 24th day of July A.D., 2001 at 11:38 o'clock AM

Betty Thompson Charles 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 11:30:37 5 of 7 Pgs

REVISED: MODIFICATIONS TO THE APPROVED STORMWATER PERMIT

NO. SW7001115 DATED APRIL 11, 2001

Book **1837** Page **608**

TABERNA SECTION 26 - PHASE 11 4 LOTS

WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY

LOT NUMBER	TOTAL LOT AREA (SQ FT)	TOTAL ALLOWABLE IMPERVIOUS (SQ FT)
618	40,655	6,000
619	28,291	6,000
620	24,538	6,000
621	22,327	6,000
TOTALS: 4 LOTS	115,811	24,000

TOTAL AREA OF PHASE 11 SECTION 26 4 LOTS **155,083 SQ FT**

TOTAL ALLOWABLE IMPERVIOUS LOTS **24,000 SQ FT**

STREETS & SIDEWALKS **19,539 SQ FT**

% IMPERVIOUS **(43,539 / 155,083) 28.07 %**

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

ATTACHMENT A

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

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

Book 1837 Page 609

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: 11:39:37 7 of 10

656	66,878	No: 2001-0403858
657	34,990	BOOK 1837 Page 610
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 %



Image ID: 000001585145 Type: CRP
Recorded: 12/19/2008 at 04:08:25 PM
Fee Amt: \$56.00 Page 1 of 15
Craven, NC
Sherri B. Richard Register of Deeds

BK **2778** PG **335**

✓ Prepared By and Return To: Howard, Stallings, From & Hutson, P.A., P.O. Box 975, New Bern, NC 28563
STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA – TABERNA TOWNES

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 19th day of December 2008, and is submitted for recordation by RAM OF EASTERN NORTH CAROLINA, LLC, a North Carolina limited liability company (hereinafter “Developer”), and the TABERNA MASTER HOMEOWNERS ASSOCIATION, INC. (the “Master Association”); and FIRST SOUTH BANK and THOMAS A. VANN, TRUSTEE, execute this Amendment to consent to same;

RECITALS:

Developer has acquired property from Weyerhaeuser Real Estate Development Company (“WREDCO”) within 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, as amended from time to time (“Master Covenants”). The deed held by the Developer, and recorded in Deed Book 2129, Page 799, Craven County Registry (the “Deed”), subjects the property in the Deed to the Master Covenants and requires the preparation of appropriate amendments to the Master Covenants. WREDCO, by Consent dated December 15, 2008, and recorded at Book 2778, Page 283, Craven County Registry, consented to the annexation of Developer’s property into Taberna, and assigned to the Master Association any remaining rights of WREDCO as Declarant under the Master Covenants (the “Consent”). The Consent further granted to Developer and the Master Association the right to record amendments to the Master Covenants for purposes of the annexation to provide for specific provisions applicable to the property so annexed as permitted by the Master Covenants. The purpose of this Amendment to Protective Covenants (“Amendment”) is to provide the amendments of the Master Covenants to specify particular additional restrictions and easements applicable to the properties hereby annexed. The Master Association and Developer have approved this Amendment and are recording same pursuant to the authority granted to them by WREDCO in the Consent.

SM

Therefore, the Master Covenants are hereby amended as follows:

1. **ADDITIONAL PROPERTIES.** The provisions of the Master Covenants shall apply, as amended hereby, to all of the property as shown on that plat of Taberna Townes, Section One recorded in Plat Cabinet H, Slide 109 G and H, Craven County Registry, as said plat may be amended from time to time, including without limitation, Lots 1 through 19, as well as all rights of way and other properties described thereon, and to the property identified as Section Two on said plat (collectively the "Property"). Said plat shall herein be referred to as the "Plat." All of the terms and provisions of the Master Covenants are fully binding and applicable to the Property so described, except as specifically modified herein and in any amendment or Addendum hereto pursuant to Sections 14 and 15 herein. The Property is hereby annexed into Taberna Subdivision. The Lots shown on the Plat, together with all lots hereafter annexed into Taberna Townes, shall be referred to herein as "Taberna Townes Lots."

Developer further acknowledges that all property denoted "Association Property Green" and "Common Area" on the Plat is subject to the terms and provisions of the Master Covenants and as more fully set out in this Amendment.

2. **DUES.** Annual dues, and Supplemental Dues as established by the Master Association for the Lots within Taberna Townes, payable to the Master Association pursuant to the Master Covenants (prorated as appropriate), shall be due and payable by the owner of each Taberna Townes Lot upon transfer of title to a third party other than a third party contractor/developer whose sole purpose of acquiring the Lot was or is to construct a home thereon for resale, in which event dues shall be due and payable upon conveyance of such Lot by said third party contractor/developer to a third party, or, upon lease of a completed Living Unit on said Lot to a third party. It is understood that Developer is a third party contractor/developer as described herein, and that it may further convey blocks of lots within Taberna Townes to other third party contractors/developers who will construct the homes thereon for resale.

For purposes of this Amendment, Lots shall be considered to be a block of Lots if there is one building constructed thereon which is physically located on several Lots, and which has multiple Living Units within that building, each Living Unit of which is located on a separate Lot.

3. **RESPONSIBILITIES.** The Master Association shall be responsible for owning, maintaining and establishing rules for the use of all properties designated as "Association Property Green" and "Common Area" on the Taberna Townes Plat at the times set forth herein, or, if not sooner provided herein, then upon conveyance of such properties to the Master Association as more particularly set forth in 6D of the Master Covenants. The Master Association shall have the right to establish maintenance standards for such properties, and to maintain such properties in accordance with such standards.

Any property denoted as "Association Property Green" on the Plat shall be owned and managed as Association Property Green in accordance with the Master Covenants, and no Supplemental Dues shall be collected in regard to the ownership or maintenance of said property. Notwithstanding anything to the contrary in the foregoing, Supplemental Dues shall be used for



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the installation, maintenance, repair and replacement of such bioretention pond and any other parts of the stormwater system for Taberna Townes as are located within property designated as Association Property Green.

All property denoted Common Area on the Plat shall be originally landscaped by the Developer and shall subsequently be maintained by the Developer until such time as the Common Area is conveyed to the Master Association as herein provided. Common Area landscaping shall be consistent with Common Area standards used throughout Taberna, including irrigation. Landscaping immediately adjacent to any block of Lots shall be completed within thirty days after the first Certificate of Occupancy is issued for a Lot within that block. For so long as the Developer retains responsibility for Common Area landscaping hereunder, the Master Association shall remit to Developer the portion (prorated as may be necessary) of any Supplemental Dues collected by Master Association representing landscaping costs. Upon conveyance of the Common Area from the Developer to the Master Association as herein provided, notwithstanding anything to the contrary in the foregoing, Developer shall thereafter reimburse to the Master Association the proportion of the actual costs of landscaping for all Living Units owned by Developer as is equal to the proportion of the number of Living Units owned by Developer to all Living Units in Taberna Townes. This payment shall be calculated on a quarterly basis by the Master Association, and an itemized statement therefore issued to Developer. Developer shall pay such statement within ten (10) business days of its receipt thereof.

Further, upon the issuance of certificates of occupancy for all Living Units within a block of Lots, the Master Association shall assume the responsibilities as set forth in subparagraphs (b) (and its subparagraphs) and subparagraph (c) of this Paragraph 3 for the exterior maintenance of the Living Units on such block of lots. Notwithstanding anything to the contrary in the foregoing, Developer shall reimburse to the Master Association that proportion of the actual costs of such maintenance and repair for such block of Lots as is equal to the proportion of the number of Living Units in such block of Lots owned by Developer. This payment shall be calculated on a quarterly basis by the Master Association, and an itemized statement therefore issued to Developer. Developer shall pay such statement within ten (10) business days of its receipt thereof. Until the responsibility of the Master Association for maintenance and repair begins for all Living Units within a block of Lots, Developer shall be responsible for all such maintenance and repair, without cost to the Association.

Developer shall be responsible for the maintenance and repair of, and shall warrant the condition of, the private streets within Taberna Townes, and the stormwater bioretention ponds and stormwater system within Taberna Townes, for a period beginning upon the completion of their construction and continuing until the **earlier of**: (a) one year from the date of conveyance of the common areas, including the private streets and stormwater bioretention ponds and stormwater systems, within the Property to the Master Association, **or** (b) that date which is thirty months after the recordation of the Plat. Thereafter, the Master Association shall be responsible for same as provided hereinbelow.



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All property denoted Common Area on the Plat, including, without limitation, all private streets within Taberna Townes, shall also be conveyed to the Master Association, and the Master Association agrees to accept title to same provided same are free and clear of monetary liens for obligations of Developer. Such conveyance shall occur when Common Areas including private streets are completely constructed and when certificates of occupancy are issued for all Living Units within Taberna Townes, provided that, notwithstanding anything to the contrary in the foregoing, such transfer may occur in phases as Common Areas for each such phase are completely constructed and certificates of occupancy for all Living Units in each phase are issued, or at the completion of all construction in all phases, in the discretion of the Developer. The Master Association acknowledges that Developer reserves the right to amend the Plat to modify or reduce the Common Areas as part of amendment pursuant to Section 15 hereof, prior to conveyance of such property to the Master Association. Upon the conveyance of the Common Areas inclusive of the private streets to the Master Association by the Developer, all costs associated with the maintenance and upkeep of the Common Area by the Master Association, including any exterior maintenance on any buildings constructed on any Taberna Townes Lots, and with the maintenance, repair and upkeep of any bioretention pond and any portion of the stormwater system for Taberna Townes located on Association Property Green, shall be funded solely from Supplemental Dues as more fully described in paragraph 6G of the Master Covenants. A supplemental budget for Taberna Townes shall be prepared each year, which budget shall include all expenses associated with fulfilling the Master Association obligations in relation to the Common Area, including private streets and the buildings constructed on Taberna Townes Lots. All such Supplemental Dues shall be equally divided among all dues paying Lots within Taberna Townes, and shall be collected as Supplemental Dues as allowed under the Master Covenants. In addition to Supplemental Dues payable by the owners of each of Taberna Townes Lots, regular dues and assessments shall be collected from such owners for each such Lot, payable to the Master Association as regular or general dues, on the same basis dues are collected from the owner of any other Living Unit within Taberna.

The Master Association, through funds from the Supplemental Dues, shall provide the following services in regard to the Common Areas inclusive of the private streets designated within Taberna Townes and buildings to be constructed on Taberna Townes Lots:

(a) complete exterior landscaping maintenance, including grass cutting and replanting, maintenance of landscaping installed by Developer, the Master Association, or the owner of any Lot within Taberna Townes, if installation is approved by the Master Association (and no such landscaping shall be installed without such approval);

(b) exterior maintenance of each home, to include the following:

1. power washing;

2. painting;

3. maintenance, repair and replacement of roof shingles, gutters, down spouts and all other exterior building surfaces other than windows, screens and glass doors;



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4. the maintenance, repair and replacement of all exterior architectural features and all fixtures, with the exception of replacement of exterior light bulbs and light fixtures attached to any Living Unit, which shall be the responsibility of the owner of such Living Unit;

(c) maintenance, repair and replacement of all exterior driveways and walkways;

(d) all maintenance, repair and replacement of any streets in Taberna Townes not dedicated to the City of New Bern;

(e) all operation, maintenance, repair and replacement of the stormwater bioretention ponds and stormwater system, and maintenance of the any areas subject to a Conservation Declaration, now or hereafter recorded, with regards to protection of wetlands resources.

The intent of the foregoing maintenance responsibilities of the Master Association is to impose responsibility upon the Master Association for ordinary "wear and tear" caused in the normal course of day to day use of Living Units. Repair and replacement occasioned by casualty losses resulting from extraordinary events, such as hurricanes, tornadoes, fire, wind, lightning, flood, earthquakes and similar naturally occurring events shall be the responsibility of the Owners of Living Units damaged thereby, provided that any such repair and replacement shall in any event be subject to the approval by the Master Association under Section 8 hereof and under the Master Covenants.

The Master Association shall have no responsibility to maintain any component of a heating and air conditioning or other utility system providing service to any Living Unit or the interior of any Living Unit, nor shall the Master Association have any maintenance responsibility as to the maintenance and upkeep or replacement of any concrete patio or the interior of any covered and enclosed (whether by screen or otherwise) porch or deck attached to any Living Unit.

4. **BUDGET PROCESS.** The Master Association shall, after the sale of eight Lots within Taberna Townes by Developer to third parties, appoint a standing committee of three owners of Lots within Taberna Townes, to function as a standing advisory committee to the Master Association regarding Taberna Townes. This standing committee shall be reappointed annually (with standing members subject to reappointment). Notwithstanding anything to the contrary in the foregoing, until such time as Developer has sold all of the Lots in Taberna Townes to third parties other than third party contractors, one member of the standing committee shall be a representative of Developer designated by Developer. This standing committee shall submit, annually, at least sixty days prior to the date of adoption of the annual budget of the Master Association, a recommended budget for Supplemental Dues for Taberna Townes. The Board of Directors of the Master Association shall review such proposed budget, and shall negotiate in good faith with the designated standing committee of Taberna Townes to reconcile any disagreements as to said budget, which budget shall specifically include reserves for replacement and maintenance of improvements within Taberna Townes subject to the maintenance responsibilities of the Master Association. The Board of Directors of the Master Association shall, however, have final budgetary authority, and shall be responsible for finally assessing the Supplemental Dues, which shall be based upon the supplemental budget adopted



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for Taberna Townes by said Master Association. Reserves shall not be required to be collected on a straight line basis. The Master Association agrees that the Supplemental Dues for the first annual period for which they are collected, shall not exceed \$1,800.00 per Living Unit.

5. **PARTY WALLS.**

(a) Each wall which is built as a part of the original construction of any Living Unit (as defined in the Master Covenants) within Taberna Townes, and which is placed substantially on the dividing line between two Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Amendment, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall, to the extent not allocated to the Master Association, shall be shared by the Owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall must restore it as a party wall unless the Owners who make use of the wall agree to the contrary in advance. The other Owner making use of the wall shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provision of this Amendment, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such element.

(e) The right of any Owner to contribution from any other Owner under this Amendment shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) In the event of any dispute arising concerning the party wall, the Master Association, acting through its Board of Directors, shall determine the rights of each party hereto, and its decision shall be final, binding and conclusive as to the question involved.

(g) It is the intent of Developer to construct party walls precisely centered along the joint property lines between two Lots as shown on the Plat. However, it is acknowledged that this construction may not be precise. Notwithstanding whether or not said wall is constructed precisely centered along said joint Lot lines, common walls constructed between two Lots shall be deemed party walls, and the area upon which each such wall is located, shall, for all purposes, be considered an area of easement, and an easement is specifically reserved for the benefit of each of said adjoining property Owners for himself, and his heirs, successors and assigns, in perpetuity, for the purpose of utilizing and maintaining said party wall. Said easement shall allow full and exclusive utilization of the property burdened by said easement, and maintenance shall be just as though said party wall was located precisely centered on said Lot line.



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6. **EASEMENTS.** All Common Area is hereby designated an area of easement, for the use and benefit of the Owners of Lots within Taberna Townes, and their guests, said easement being exclusive as to the Owner of a particular Lot, to the extent that driveways, walkways, patios, yards or other spaces are constructed, designed or designated for such exclusive use, the rights of easement herein to be perpetual, running with the land, and which shall run to the benefit of the heirs, successors and assigns of the Owner of each Lot. To the extent of any disagreement as to the extent of any easement area within the Common Area, or to whom such easement is reserved, if exclusive, the decision of the Master Association, through its Board of Directors, shall be deemed binding and conclusive on such issue. The Association, and Owners by acceptance of a deed subject to this Amendment, agree that the Common Area of Section One, and the easements to Owners with respect thereto, may be reduced, relocated, released or amended, pursuant to amendments under Section 15 herein if relocation of Battlefield Trail and the access and utility easement, or allowance for space for future potential relocation of Battlefield Trail and the access and utility easement is required of, or agreed to, by the Developer.

The Developer hereby retains, and also hereby grants to the Master Association and its successors and assigns, a nonexclusive, perpetual easement over each Lot and the improvements thereon for purposes of performing the Developer's and the Master Association's respective maintenance, landscaping and repair obligations, and for access and egress for purposes of such performance.

7. **PARKING.** No parking shall be allowed on the street rights of way in Taberna Townes adjacent to Taberna Townes Lots.

8. **BUILDING RESTRICTIONS.** None of the building restrictions contained in the Master Covenants (as opposed to use restrictions) shall be applicable to Taberna Townes. Further, the Master Association hereby waives any rights which it may have to enforce the minimum building lines shown on that certain map recorded at Plat Cabinet G, Slide 175-A which was referenced in the Deed, to the extent that such minimum building lines are more restrictive than the minimum building lines as shown on the Plat, as the minimum building lines shown on the Plat have been approved by the Master Association, the Developer and the City of New Bern. This waiver shall also apply to Section Two on the Plat to the extent that the minimum building lines therein are approved by the Master Association, the City of New Bern and the Developer. All Living Units constructed within Taberna Townes shall be constructed by Developer or its successors and assigns in accordance with plans approved by the Master Association. All signage and landscaping within Taberna Townes must be approved by the Master Association. All changes to submitted and approved plans, and plans for any exterior renovations or replacements of the improvements in Taberna Townes must be approved by the Master Association. Further, there shall be no fences constructed in Taberna Townes other than the low walls included in the original plans for Taberna Townes Living Units submitted to the Master Association by Developer.

9. **EASEMENT AMENDMENT AND RELEASE.** The Master Association, as assignee of WREDCO's Declarant rights, and Developer, agree that the provisions of Paragraph 13 of the Master Covenants shall be deemed amended hereby with respect to the Property, but



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only to the extent that there shall be no utility, drainage and maintenance easement running parallel to each side and rear Lot line due to the connected Living Units and configuration of the Lots. Further, the Master Association, in consideration of the stormwater plan in place for the Property, hereby abandons and releases any and all right, title and interest which either they, or their successors and assigns, may have in and to that certain ditch designated as "Swale" and shown on that certain map recorded at Plat Cabinet G, Slide 175-A, and which is shown as "Ex 20' Drainage Easement To Be Abandoned" on the Plat.

10. **WETLANDS AND IMPERVIOUS SURFACE LIMITATIONS.** The following covenants are intended to insure ongoing compliance with applicable laws. Developer has procured permission from the State of North Carolina, under its stormwater regulations, to construct Living Units and related facilities, as planned by Developer, within Taberna Townes, but is required, and hereby does, limit the amount of impervious surface to a maximum of 2.94 acres. Therefore, no additional construction of impervious surfaces shall be allowed without consent of the Master Association and, to the extent resulting in impervious surface coverage in excess of 2.94 acres, without the consent 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. 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. Further, construction and other activities shall be strictly limited with regards to "404 Wetlands" as shown on the Plat. The Master Association shall accept title to, and be responsible for, maintenance and repair of the stormwater system, provided that Developer is in compliance with the permit at the time of conveyance. The Master Association agrees to cooperate in the obtaining of any consents necessary to such transfer. The Master Association further agrees to execute the document of transfer at the time of such transfer, as required by the City of New Bern, to indicate its acceptance of title to same. The Master Association acknowledges and agrees that the Developer, in compliance with requirements of the State of North Carolina and the United States shall subject the Lots and Common Areas to a Declaration of Covenants For Storm and Surface Water Facility Maintenance, and to a Conservation Declaration related to the wetlands, prior to conveyance of such properties by Developer to third parties or to the Master Association, as the case may be. The Master Association acknowledges and agrees that it shall be bound by such Declarations with regards to the Common Areas and with regards to any portion of the stormwater system located on Association Property Green.

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

12. **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 Taberna Townes 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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13. **OBLIGATION TO REBUILD AND INSURANCE.** Upon the occurrence of any casualty loss affecting or damaging any Living Unit within Taberna Townes, the Owner of any such Living Unit shall promptly undertake the repair or reconstruction of any such damage to such Living Unit. Should any such Owner fail to promptly repair or reconstruct such damage, the Master Association may (but is not obligated to) undertake such repair or reconstruction of the Living Unit as may be deemed necessary by the Master Association to protect the health, safety, welfare and investments of other Owners of Living Units in Taberna Townes and may charge the full cost therefore to the Owner of such damaged Living Unit, and may collect such, plus ten percent administrative fee, in the nature of a special assessment against the Owner of such damaged Living Unit. Furthermore, each Owner within Taberna Townes shall be obligated to purchase full replacement cost hazard insurance, at the expense of said Owner, and such insurance must be maintained at all times. Proof of such insurance shall be provided to the Master Association upon issuance, and upon each renewal; each such policy must contain a provision that the Master Association must receive a minimum of twenty days prior written notice from the issuer of such policy prior to the cancellation thereof. To the extent that any Owner fails to procure the required insurance, the Master Association may procure such insurance on behalf of said Owner, and may charge the Owner the full premium therefore (and any cost incidental to the procurement of such coverage), and may collect such, plus ten percent administrative fee, in the nature of a special assessment against the Owner of such Living Unit.

14. **FUTURE DEVELOPMENT RIGHTS.** Developer reserves the right to make all or any part of the property shown on the Plat as Future Development, Section Two ("Future Development Property"), part of Taberna Townes, subject to the terms and provisions of this Amendment by recordation of an Addendum to this Amendment specifically describing such property. All or any part of such Future Development Property may be subjected hereto; and such Future Development Property may be subjected hereto in one or more sections. Lots and Living Units made subject to the terms and conditions of this Amendment shall be liable for payment of dues no later than the conveyance by Developer (or other third party developer/contractor) to a third party. In no event shall there be greater than 40 total Living Units within Taberna Townes in all of its phases. Developer hereby reserves such easements for ingress and egress over the Lots in Section One as may be necessary for the development of the Future Development Property. The Master Association, as assignee of WREDCO's Declarant rights, agrees that the Addendum(s) adding any or all of the Future Development Property to the provisions of this Amendment shall not require the approval or signature of property owners in Taberna Townes or Taberna Subdivision, but may be executed and recorded upon the signature of the Developer and the Master Association.

15. **AMENDMENT RIGHT RELATED TO RAILROAD RIGHT-OF-WAY.** The Master Association hereby assigns to Developer, and Developer reserves the right, to amend, in Developer's sole discretion, this Amendment, and Developer reserves the right to amend the Plat, pursuant to the provisions of this Section 15. The North Carolina Railroad Company has asserted certain rights related to a purported railroad right-of-way within that area of the Property designated on the Plat as a 50 foot access and utility easement, over which Battlefield Trail runs. In the event that the North Carolina Railroad Company proves rights to, and asserts rights to, use of a right-of-way within and over that access and utility easement area, the plan for Taberna Townes may be amended to permit Battlefield Trail to be relocated out of



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such access and utility easement area, and reconstructed immediately parallel to such access and utility easement area. In that event, Developer may execute and record any amendments to this Amendment and the Plat necessary to reflect any required, agreed or potential relocation of Battlefield Trail and the access and utility easement, any related reduction in the number of Units to be constructed, any necessary reconfiguration of the Common Areas or bioretention ponds or utilities or connections of streets to Battlefield Trail, any conveyance by Developer of any land within the railroad right-of-way to the North Carolina Railroad Company, and any new access easement from Taberna Way for Battlefield Trail as relocated or potentially relocated. Any amendments adopted by Developer pursuant to this Section 15 shall not require the approval or signature of the Master Association or property owners in Taberna Townes or Taberna Subdivision. Notwithstanding anything to the contrary herein, Developer agrees that it will not convey to the Master Association any portion of the Property subject to the aforesaid claim of North Carolina Railroad Company until (a) such time as Developer exercises its reserved rights under this Section 15 to amend the plan for Taberna Townes to reflect the actual relocation and reconstruction of Battlefield Trail or to reserve for the future potential relocation and reconstruction of Battlefield Trail, or (b) such time as Developer receives formal notice from the North Carolina Railroad Company that said company has waived or relinquished its claims and asserted rights as herein described. In any event, Developer agrees to hold harmless and indemnify the Master Association from and against any and all loss, cost, fine, suit, liability, claim, or damage (including reasonable attorney fees actually incurred) arising as a result of the claims and matters referenced and mentioned in this Section 15, including but not limited to the cost of relocating, reconfiguring or reconstructing Battlefield Trail.

[Signatures on following pages]



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IN TESTIMONY WHEREOF, this Amendment is executed under seal by the Developer, Master Association, and First South Bank and Thomas A. Vann, Trustee, as of the day and year first above written.



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RAM of Eastern North Carolina, LLC (SEAL)

By: Robin L. Strickland
Robin L. Strickland, Manager

Taberna Master Homeowners Association, Inc.

By: Robert Costanzo
Robert Costanzo, President

(CORPORATE SEAL)

Consented to By:

First South Bank

By: _____
Title: _____

(CORPORATE SEAL)

_____(SEAL)
Thomas A. Vann, Trustee

STATE OF _____
COUNTY OF _____

I, _____, certify that _____
personally came before me this day and acknowledged that he is _____ of FIRST
SOUTH BANK, a corporation, and that he, as _____, being authorized to do so, executed the
foregoing on behalf of the corporation.

Witness my hand and official seal, this the _____ day of _____, 2008.

NOTARY PUBLIC

Notary's Typed or Printed Name

My commission expires: _____



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RAM of Eastern North Carolina, LLC (SEAL)

By: _____
Robin L. Strickland, Manager

Taberna Master Homeowners Association, Inc.

By: _____
Robert Costanzo, President

(CORPORATE SEAL)

Consented to By:

First South Bank

By: Anne R. Corey SVP
Title: Sr Vice President



(CORPORATE SEAL)

Thomas A. Vann (SEAL)
Thomas A. Vann, Trustee

STATE OF North Carolina
COUNTY OF Beaufort

I, Marcia Moore, certify that Anne R. Corey
personally came before me this day and acknowledged that she is Sr Vice President of FIRST
SOUTH BANK, a corporation, and that she, as Sr Vice President, being authorized to do so, executed the
foregoing on behalf of the corporation.

Witness my hand and official seal, this the 18th day of December, 2008.

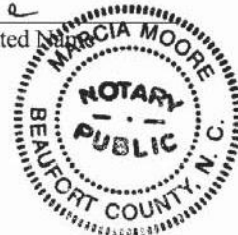
Marcia Moore
NOTARY PUBLIC
MARCIA MOORE
Notary's Typed or Printed Name

My commission expires: 09-01-09



Image ID: 000001585157 Type: CRP
Page 13 of 15

BK 2778 PG 347



STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Robin L. Strickland.

Date: 12/17/2008



Deborah D. Travis

NOTARY PUBLIC

Deborah D. Travis, Notary Public

Notary's typed or printed name

My Commission Expires:

10/22/2009

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, JANET A. Commo, certify that Robert Costanzo personally came before me this day and acknowledged that he is President of Taberna Master Homeowners Association, Inc., a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.



and official seal, this the 10 day of December, 2008.

Janet A. Commo

NOTARY PUBLIC

JANET A. Commo

Notary's Typed or Printed Name

My commission expires: 8-10-10

STATE OF NORTH CAROLINA
COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas A. Vann.

Date: _____

NOTARY PUBLIC

_____, Notary Public

Notary's typed or printed name

My Commission Expires: _____

(Official Seal)



Image ID: 000001585158 Type: CRP
Page 14 of 15

BK 2778 PG 348



BK 2778 PG 349

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I certify that the following person personally appeared to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Robin L. Strickland

Date: _____

NOTARY PUBLIC

_____, Notary Public

Notary's typed or printed name

My Commission Expires: _____

(Official Seal)

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, _____, certify that Robert Costanzo personally came before me this day and acknowledged that he is President of Taberna Master Homeowners Association, Inc., a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the _____ day of _____, 2008.

[Official Seal]

NOTARY PUBLIC

Notary's Typed or Printed Name

My commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF Beaufort

I certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas A. Vann

Date: December 18, 2008

Marcia Moore

NOTARY PUBLIC

MARCIA MOORE, Notary Public

Notary's typed or printed name

My Commission Expires:

09-01-09

(Official Seal)





Image ID: 000001585160 Type: CRP
Recorded: 12/19/2008 at 04:12:52 PM
Fee Amt: \$29.00 Page 1 of 6
Craven, NC
Sherri B. Richard Register of Deeds
BK **2778** PG **350**

✓ Prepared by and return to: Howard, Stallings, From & Hutson, P.A., P.O. Box 975, New Bern, NC 28563

**Declaration of Covenants
For Storm and Surface Water Facility Maintenance**

THIS DECLARATION OF COVENANTS, made this 19th day of December, 2008, by RAM OF EASTERN NORTH CAROLINA, LLC, a North Carolina limited liability company, hereinafter referred to as the "Covenantor" to and for the benefit of the City of New Bern, North Carolina and its successors and assigns hereinafter referred to as the "City." These Covenants are consented to by FIRST SOUTH BANK and THOMAS A. VANN, TRUSTEE.

WITNESSETH:

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City's jurisdiction as set forth in The City of New Bern's Stormwater Ordinance: and

WHEREAS, Covenantor is the owner of a certain tract or parcel of land more particularly described as:

See Exhibit A affixed hereto and incorporated herein by reference.

Being all or part of the land which it acquired by deed dated November 17, 2003 from Weyerhaeuser Real Estate Development Company, grantor, and recorded in the Registry of the County of Craven, North Carolina, in Book 2129 at Page 799 such property being hereinafter referred to as "the property"; and

WHEREAS, the Covenantor desires to construct certain improvements on its property that will alter the extent of storm and surface water flow conditions on both the property and adjacent lands: and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Covenantor desires to build and maintain at its expense, a storm and surface water management facility and system more particularly described and shown on plans titled Taberna Townes and further identified under Permit Number SW7060321; and

WHEREAS, the City has reviewed and approved these plans subject to the execution of this agreement.

NOW THEREFORE, in consideration of the benefits received by the Covenantor, as a result of the City's approval of his plans. Covenantor, with full authority to execute deeds, mortgages, other covenants, and all rights, title and interest in the property described above do hereby covenant with the City as follows:

1. Covenantor shall construct and perpetually maintain, at its sole expense, the above-referenced storm and surface water management facility and system in strict accordance with the plan approval granted by the City.

2. Covenantor shall, at its sole expense, make such changes or modifications to the storm and surface water management facility and system as may, at the City's discretion, be determined necessary to insure that the facility and system is properly maintained and continues to operate as designed and approved.

3. The City, its agents, employees and contractors shall have the perpetual right of ingress and egress over the property of the Covenantor and the right to inspect at reasonable times and in reasonable manner, the storm and surface water facility and system in order to insure that the system is being properly maintained and is continuing to perform in an adequate manner.

4. The Covenantor agrees that should it fail to correct any defects in the above-described facility and system within ten (10) days from the issuance of written notice, or shall fail to maintain the facility in accordance with the approved design standards and with the law and applicable executive regulation or, in the event of an emergency as determined by the City in its sole discretion, the City is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City deems necessary. The City shall then assess the Covenantor and/or all landowners served by the facility for the cost of the work, both direct and indirect, and applicable penalties. Said assessment shall be a lien against all properties served by the facility and may be placed on the property tax bills of said properties and collected as ordinary taxes by the City.

5. Covenantor shall indemnify, save harmless and defend the City from and against any and all claims, demands, suits, liabilities, losses, damages and payments including attorney fees claimed or made by persons not parties to this Declaration against the City that are alleged or proven to result or arise from the Covenantor's construction, operation, or maintenance of the storm and surface water facility and system that is the subject of this Covenant.

6. The covenants contained herein shall run with the land and the Covenantor further agrees that whenever the property shall be held, sold and conveyed, it shall be subject to the covenants, stipulations, agreements and provisions of this Declaration, which shall apply to, bind and be obligatory upon the Covenantor hereto, its heirs, successors and assigns and shall bind all present and subsequent owners of the property served by the facility.

7. The Covenantor shall promptly notify the City when the Covenantor legally transfers any of the Covenantor's responsibilities for the facility. The Covenantor shall supply the City with a copy of any document or transfer, executed by both parties.

8. The provisions of this Declaration shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Covenantor is held invalid, the remainder of this Covenant shall not be affected thereby.



9. The Declaration shall be recorded among the land records of the Craven County Registry at the Covenantor's expense.

10. In the event that the City shall determine at its sole discretion at future time that the facility is no longer required, then the City shall at the request of the Covenantor execute a release of this Declaration of Covenants which the Covenantor shall record at its expense.

RAM OF EASTERN NORTH CAROLINA, LLC (SEAL)

BY: Robin L. Strickland
Robin L. Strickland, Manager

Subjecting of the property to these covenants is consented to by:

FIRST SOUTH BANK

BY: _____
Title: _____

(CORPORATE SEAL)

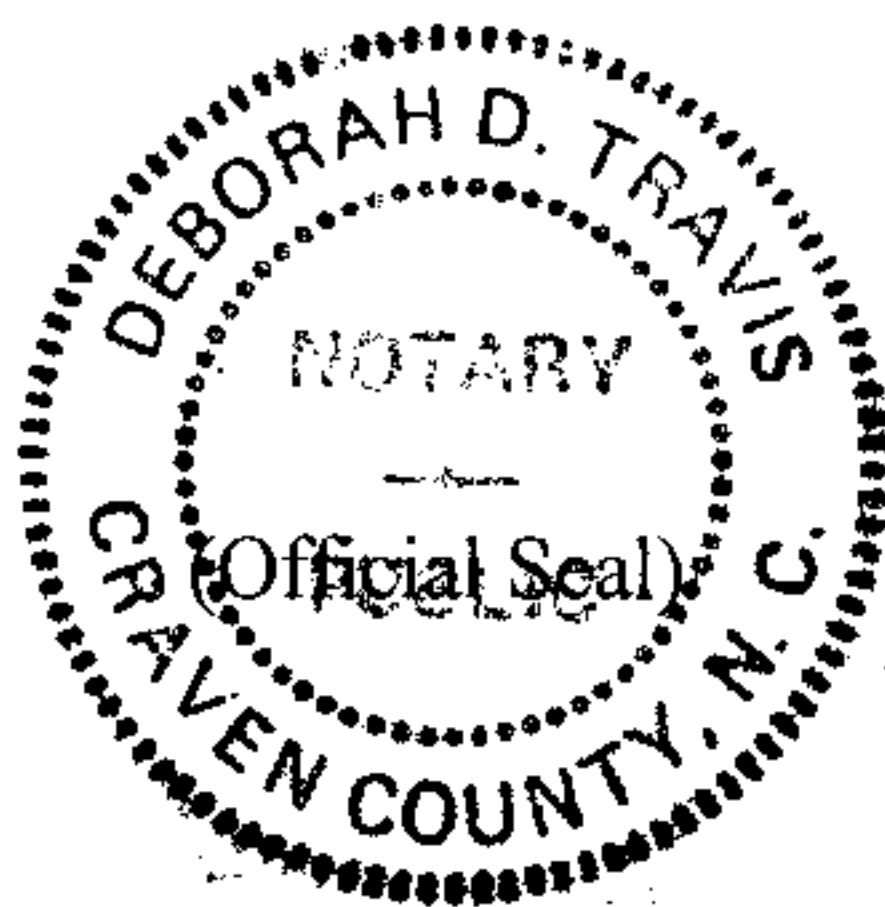
_____(SEAL)
THOMAS A. VANN, TRUSTEE

STATE OF NORTH CAROLINA


COUNTY OF CRAVEN

I certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:
Robin L. Strickland.

Date: 12/17/2008



Deborah D. Travis
NOTARY PUBLIC
Deborah D. Travis, Notary Public
Notary's typed or printed name
My Commission Expires:
10/22/2009


Image ID: 000001585162 Type: CRP
Page 3 of 6
BK **2778** PG **352**

9. The Declaration shall be recorded among the land records of the Craven County Registry at the Covenantor's expense.

10. In the event that the City shall determine at its sole discretion at future time that the facility is no longer required, then the City shall at the request of the Covenantor execute a release of this Declaration of Covenants which the Covenantor shall record at its expense.

RAM OF EASTERN NORTH CAROLINA, LLC (SEAL)

BY: _____
Robin L. Strickland, Manager

Subjecting of the property to these covenants is consented to by:

FIRST SOUTH BANK

BY: Anne R Grey, SVP
Title: Sr Vice President

Thomas A. Vann (SEAL)
THOMAS A. VANN, TRUSTEE

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN


I certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:
Robin L. Strickland.

Date: _____

NOTARY PUBLIC, Notary Public

Notary's typed or printed name
My Commission Expires: _____

(Official Seal)

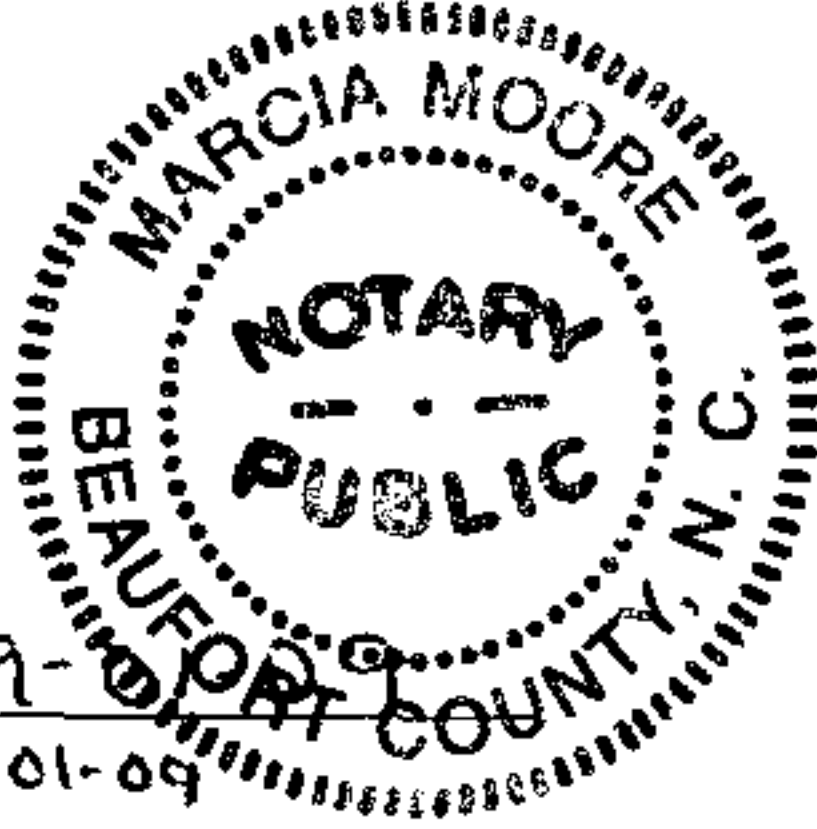

Image ID: 000001585163 Type: CRP
Page 4 of 6
BK 2778 PG 353

STATE OF North Carolina
COUNTY OF Beaufort

I, Marcia Moore, certify that Anne R Currey personally came before me this day and acknowledged that she is SA Vice President of FIRST SOUTH BANK, a corporation, and that she, as SA Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 18th day of December, 2008.

(Official seal)



My commission expires: 09-01-09

Marcia Moore

NOTARY PUBLIC

Marcia Moore

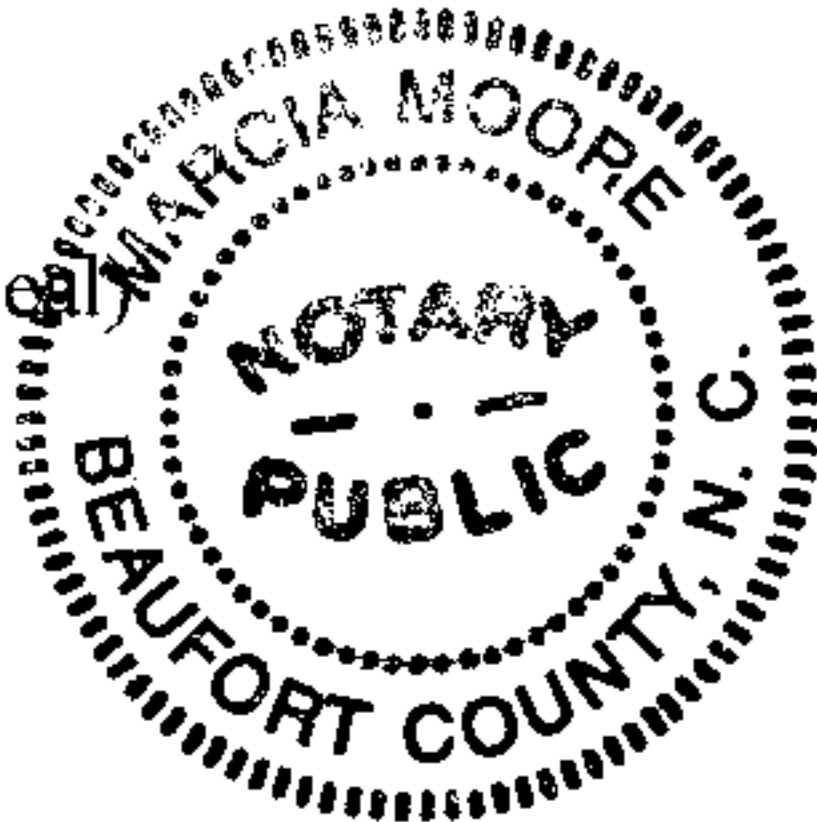
Notary's Typed or Printed Name

STATE OF NORTH CAROLINA
COUNTY OF Beaufort

I certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas A. Vann.

Date: December 18, 2008

(Official Seal)



Marcia Moore

NOTARY PUBLIC

Marcia Moore, Notary Public

Notary's typed or printed name

My Commission Expires:

09-01-09

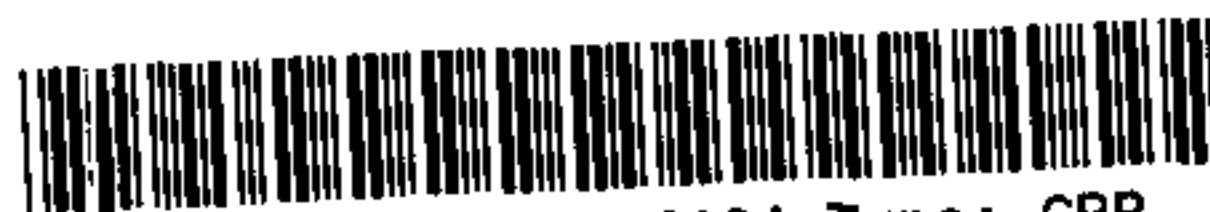


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Page 5 of 6

BK 2778 PG 354



EXHIBIT A

BEING all of PARCEL 1 containing 7.58 acres more or less as the same is shown on that map prepared by Joe L. Riddick, Jr., Professional Land Surveyor, dated September 26, 2003, and identified by the following legend: "FINAL PLAN OF THE RECOMBINATION OF PROPERTIES OWNED BY THE WEYERHAEUSER COMPANY PRIOR TO THE CONVEYANCE TO THE CIVIL WAR TRUST AND WEYERHAEUSER REAL ESTATE COMPANY". This map is duly of record in Plat Cabinet G, Slides 175-A and 175-B, Craven County Registry, and further reference is made to said map for a more complete and accurate description of this property by metes and bounds.