

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

ATTEST:

[Signature]
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.

[Signature]
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 1634 Page 246.
This 10 day of June A.D. 1998 at 10:50 clock AM
[Signature]
Register of Deeds - [Signature] Asst. Deputy Register of Deeds

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4/20/98

