

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.

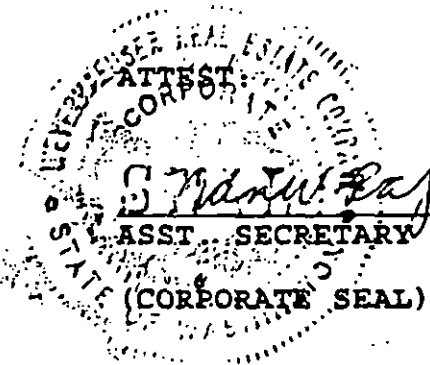
6. DEFINITIONS. All definitions contained in the Master Covenants are hereby incorporated within this Amendment by reference.

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. DOUGHTY, ASST. VICE PRESIDENT

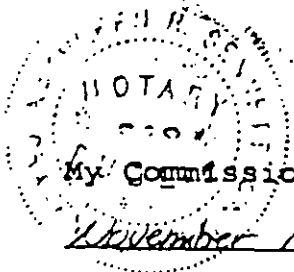


STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, *Kathleen R. Bennett*, a Notary Public of the County and State aforesaid, certify that *NAN W. PAKLEY* 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.



Kathleen R. Bennett
Notary Public

State of North Carolina, Craven County
The foregoing certificate is by *Kathleen R. Bennett*

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 *1235*, Page *248*.
This *1ST* day of *October*, 1996, at *15* o'clock *PM*.
Eric Thompson
Register of Deeds Deputy Register of Deeds