

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

ATTEST:  
*Newton W. Rackley*  
 ASST. SECRETARY  
 (CORPORATE SEAL)

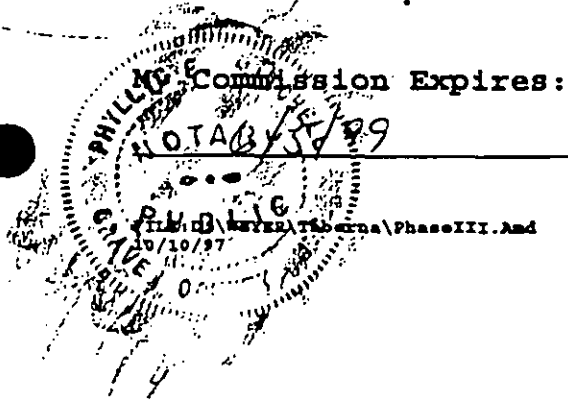
STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Phyllis E. Mitchell, a Notary Public of the County and State aforesaid, certify that Ann 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 14<sup>th</sup> 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                      Lee L. Linn  
Asst./Deputy Register of Deeds