

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 N.C.

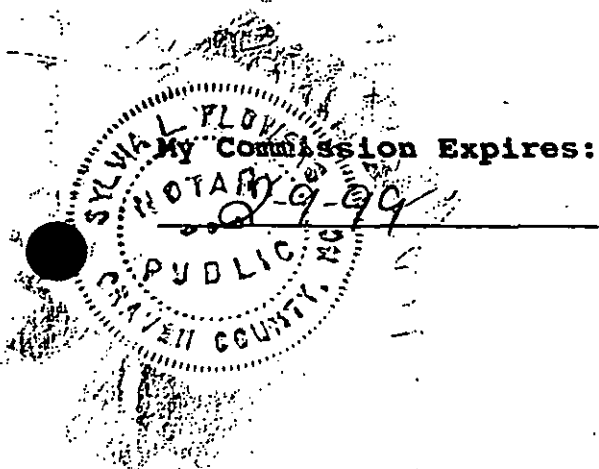
STATE OF NORTH CAROLINA

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



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 427.
This 10 day of Nov A.D. 1998 at 2:40 clock PM.
Becky Thompson
Register of Deeds Asst./Deputy Register of Deeds

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10/31/98