

INDEX TO PROTECTIVE COVENANTS

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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)

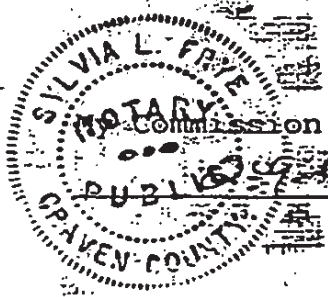
STATE OF WASHINGTON

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.

D:\WEYER\TABERNA.COV
Rev.10/30/95