

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

AMENDMENT TO
PROTECTIVE COVENANTS
FAIRVIEW (CYPRESS LANDING)

THIS AMENDMENT TO THE PROTECTIVE COVENANTS, Cypress Landing, is dated for purposes of reference only this 30th day of November, 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 Cypress Landing. The development plan for Cypress Landing is set out in the Protective Covenants for Cypress Landing recorded in Book 997, Pages 228 through 272, and rerecorded in Book 998, Pages 2 through 61, Beaufort County Registry, and which Protective Covenants have been subsequently amended ("Master Covenants"). Certain properties described in the Master Covenants were subjected to its provisions. 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 (the "Amendment") is to subject additional properties to the terms and conditions of the Master Covenants, and to specify particular restrictions and easements applicable to the properties described herein.

Therefore, the Master Covenants are hereby amended as follows:

1. ADDITIONAL PROPERTIES. The provisions of the Master Covenants shall apply fully to all of the property described on that plat entitled Weyerhaeuser Real Estate Company, Cypress Landing Subdivision, Phase I of Fairview, recorded in Slide Cabinet F, Slide 14-10, Beaufort County Registry (the "Fairview Plat"), including numbered residential subdivision Lots 1 through 21 depicted thereon. All of the terms and provisions of the Master Covenants shall be fully binding and applicable to such property, except as specifically modified herein. The Lots shown on the Fairview Plat shall be referred to as "Fairview Lots".

2. DUES. As required by Paragraph 6G of the Master Covenants, Declarant shall begin paying dues on unsold Fairview

Lots on the first day of the month following the conveyance by Declarant to a third party intending to occupy said improved Fairview Lot as a residence. However, should Declarant convey any Fairview Lot to a third party intending to construct thereon a residence for sale to a third party, dues for said Fairview Lot(s) shall be due the first day of the month following issuance of a certificate of occupancy for the residence constructed thereon, but in no event later than the first day of the month following expiration of twelve months from date of conveyance by Declarant of said Fairview Lot(s).

3. BUILDING RESTRICTIONS. All building restrictions contained in the Master Covenants shall be fully applicable to Fairview Lots, except as more fully set out in this paragraph 3.

The minimum square footage of heated, enclosed living space for each approved Living Unit shall be 1,500 square feet for single level homes, and 1,800 square feet for two level homes; a minimum of 1,000 square feet of such space as to a two level home must be located in the first living floor of the Living Unit.

Furthermore, in lieu of the 10 feet utility, drainage and maintenance easement running parallel to each street as set out in paragraph 13 of the Master Covenants, said utility, drainage and maintenance easement for all Fairview Lots shall be 15 feet in width.

The front building setback shall be 30 feet, the side building setback shall be 7.5 feet, and setbacks from any road shall be 30 feet. Other setbacks shall be as set out in paragraph 13 of the Master Covenants.

4. POND. The pond adjacent to certain of the Fairview Lots shall be owned and maintained by the owner of the Cypress Landing Golf Course from time to time. Except as set out herein, no utilization shall be made of said pond, and no structure may be extended into said pond, and no utilization made of said pond. The only exception to this limitation shall be that fishing shall be allowed by the owner of any Fairview Lot fronting on said pond, from property owned by said adjacent owner.

5. FAIRVIEW OWNER'S ASSOCIATION.

(a) Membership. The owner or owners of every Fairview Lot shall be a voting member of the Fairview Owner's Association, Inc. ("Association"). Only one vote shall be allowed per Fairview Lot; to the extent that there is more than one owner of any one Fairview Lot, 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.

(b) Properties. Common Areas A, B and C as shown on the Fairview Plat shall be conveyed to the Association, as shall the rights of way of all streets shown on the Fairview Plat. This conveyance shall occur on or before December 31, 1999. It is expressly understood that all of said streets shall be private streets, and shall be maintained by the Association.

(c) Duties and Responsibilities. The Association shall maintain all Common Areas in good, clean and sitely condition. The Association shall further maintain streets as shown on the Fairview Plat in good and useable condition. The Association shall have such powers as are reasonably necessary to carry out its purposes as set out hereinbefore, including, without limitation, the power to adopt rules and regulations regarding use of the Common Areas, including streets and road rights of way. The Association shall further have all powers reasonably necessary to allow it to administer its operations in a prudent and business like manner, including, without limitation, the right to employ professional assistance.

(d) Reserves. Following conveyance of Common Areas to the Association, the Association shall maintain reasonable reserves for the repair and replacement of streets, and other depreciable, tangible assets. 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 costs 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.

(e) Dues and Assessments. In order to fund the Association's obligations, the owner of every Fairview Lot 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; and
2. Special Assessments.

All such assessments, charges and dues, together with any interest thereon, shall be a charge on the land and shall be a

continuing lien upon the property against which such assessments are made. Liens shall be perfected in the same manner as liens are perfected by the Cypress Landing Homeowner's Association, Inc., for failure to pay dues owed to it, as set out in the Master Covenants, and the Association shall have all rights of enforcement and collection as reserved to the Cypress Landing Master Homeowner's Association, Inc., as set out in the Master Covenants. Annual assessments shall be in an amount determined by majority vote of the Directors of the Association, and special assessments may be levied following approval of the membership of the Association, all following identical procedures for adoption and approval as reserved to the Cypress Landing Master Homeowner's Association, Inc. Board of Directors and its membership, as set out in the Master Covenants. However, there shall be no differentiation in dues payable by the owner of an improved Fairview Lot and an unimproved Fairview Lot.

6. MASTER ASSOCIATION. In addition to being members of the Association, and paying dues thereto, the owner of each Fairview Lot shall be a member of the Cypress Landing Homeowner's Association, Inc., and shall pay dues thereto, all as set out in the Master Covenants.

7. SURVIVAL. Except as specifically altered by this Amendment, all provisions of the Master Covenants, as the same may be amended from time to time, shall be fully applicable to all Fairview Lots, and the terms and conditions of the Master Covenants shall remain in full force and effect as to all Lots encumbered thereby.

8. DEFINITIONS. Any capitalized term set out herein, not defined herein, shall have the meaning of said defined term as set out in the Master Covenants.

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
ASSISTANT VICE PRESIDENT

ATTEST:

Nancy Rackley

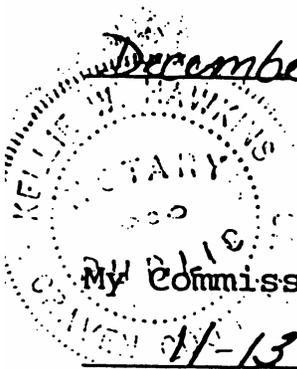
Assistant Secretary
(Corporate Seal)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Kellie W. Hawkins, 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 1st day of December, 1997.



Kellie W. Hawkins
Notary Public

Meyer\Cypress\Fairview.Amd
11-09-97

North Carolina
Beaufort County

The foregoing Certificate of Kellie W. Hawkins

Notary Public/Notaries Public is/are certified to be correct
This 6th day of January, 1998 at 12:30 o'clock P. M.
D. Jennifer Leggett By Caruso-Jeffers
Register of Deeds Ass't/Deputy Register of Deeds

1032.1.1.0.0.1