

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

AMENDMENT TO PROTECTIVE COVENANTS  
CYPRESS LANDING

THIS AMENDMENT TO PROTECTIVE COVENANTS, CYPRESS LANDING, is dated for purposes of reference only this 3rd day of July, 1996, and is submitted for recordation by the CYPRESS LANDING MASTER HOMEOWNERS ASSOCIATION, INC., on behalf of the owners of all lots and properties encumbered by the Protective Covenants for Cypress Landing as more fully described hereinafter.

RECITALS:

Weyerhaeuser Real Estate Company, a corporation qualified to do business in the State of North Carolina ("Declarant") recorded protective covenants for a residential subdivision named Cypress Landing in Book 997, Page 231, et seq., and rerecorded in Book 998, Page 5 et seq., Beaufort County Registry. Those protective covenants, as the same have been subsequently amended, encumber residential lots described therein. The protective covenants above-referenced, as amended, are herein referred to as the "Protective Covenants".

Article 9 of the Protective Covenants allows amendments of the Protective Covenants upon approval of the owners of sixty-seven percent (67%) of the Lots encumbered thereby.

On the 3rd day of June, 1995, a special meeting of the Association's membership was duly called upon proper notice. The purpose of the special meeting was to vote upon an amendment to the Protective Covenants as more fully specified herein. As of the date of the giving of notice of the meeting and as of the meeting, there were 160 lots encumbered by the Protective Covenants. The owners of 117 lots approved the amendment of the Protective Covenants as more fully set out herein, which number of lots is in excess of the percentage of lots required to ratify an amendment to the Protective Covenants. The voting record for each Lot is on record with the Association.

AMENDMENT:

1. Paragraph 4J of the Protective Covenants is hereby deleted in its entirety, and the following provision is substituted therefore: "No satellite receiving dish, radio antenna or other similar devise shall be allowed on any Lot, except that a satellite receiving dish may be installed if approved by the Committee in accordance with the standards set out in Article 5C, following submittal of plans and review as required by Article 5 of these Protective Covenants. However, notwithstanding the provisions of

Article 5C, the Committee shall not approve any satellite dish that is attached to the front roof or front wall of any home, nor shall the Committee approve any satellite dish that exceeds eighteen inches (18") in diameter. The Committee shall require, as a condition to any approval, that any such satellite dish be located (or screened) so as not to be conspicuously visible from adjoining properties or from any street or road right-of-way. There shall be no absolute right for the owner of any Lot to install a satellite dish, nor shall the owner of any Lot receiving permission to install a satellite dish be allowed to remove any tree or vegetation to open a line of site from said satellite dish without complying fully with all of the provisions of the Protective Covenants relating to the removal of trees or vegetation."

2. This Amendment shall be effective upon its recordation in the Office of the Register of Deeds of Beaufort County, North Carolina.

3. Except as set out herein, the Protective Covenants, as previously amended, shall remain in full force and effect as to all lots encumbered thereby.

IN WITNESS WHEREOF, the undersigned have executed this instrument under authority duly given as of the day and year first above written.

CYPRESS LANDING MASTER  
HOMEOWNERS ASSOCIATION, INC.

BY: *[Signature]*  
PRESIDENT

ATTEST:

CYPRESS

*[Signature]*

SECRETARY

(Corporate Seal)