

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

PROTECTIVE COVENANTS
EVANS MILL

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS, dated for purposes of reference only this 22nd day of May, 1998, 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 Evans Mill, which property is more fully described on that plat recorded in Plat Cabinet G____, Slide 3ABCD, Craven County Registry (the "Plat"). It is the plan and intent of Declarant to develop a residential subdivision in one or more phases consisting of sixty-seven (67) residential lots, plus common areas and amenities, within Evans Mill.

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 Evans Mill in a clean and attractive condition, in order to own, manage and maintain the Association Properties, including all amenities, and to further provide an organization for the benefit of the owner of each Lot within Evans Mill, Declarant has chartered a North Carolina non-profit corporation named Evans Mill Homeowners Association, Inc. (the "Association"). The owner of each Lot within Evans Mill is and shall be a member of the Association, and the owner of each such Lot is and will be obligated to pay dues and assessments to the Association for the benefit of the Association and every owner within Evans Mill. 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 within Evans Mill, and with the objective of preserving the value of each Lot, to restrict the utilization of and improvements within Evans Mill 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 within Evans Mill.

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 structure as such Lot is shown on a recorded subdivision map of record in the Office of the Register of Deeds of Craven County.

1. DESCRIPTION. These Protective Covenants shall run with the land and shall bind and inure to the benefit of the owner of each Lot within that portion of Evans Mill 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 the Plat.

2. ADDITIONAL PROPERTIES. Declarant reserves no right to subject additional properties, other than those shown on the Plat, to the provisions of these Protective Covenants.

3. SINGLE FAMILY UTILIZATION. No Lot shall be utilized for any purposes other than residential purposes, and only one Living Unit may be constructed on any one Lot. No Living Unit constructed within Evans Mill shall be utilized for commercial purposes, except that Declarant or its assigns shall be entitled to use any structure located within Evans Mill for purposes relating to the sale of property within Evans Mill. While it is not the intent of this Protective Covenant to prevent joint ownership of Lots, 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 Evans Mill 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 shall adopt 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 Lot in accordance with the procedures described in Section 5 of these Protective Covenants. 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. All such structures must be constructed in conjunction with or later than the construction of the primary Living Unit on the Lot.

B. All Living Units must be constructed in accordance with standards applicable to 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.

C. No sign shall be allowed on any Lot so as to be visible from any street right of way or any adjoining property, 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 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) or more project signs erected by Declarant, providing information concerning Declarant and Evans Mill including, but not limited to, identification, information to assist in sales and directional information;

(4) one (1) sign per Lot 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 right-of-way 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 has been listed by written agreement for sale with the agent named thereon.

(5) street or directional or informational 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 Evans Mill; and

(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.

All permitted signs, except those constructed by a governmental entity, shall be constructed of materials, in a style, utilizing colors and in a location established and approved by the Committee.

D. There are no absolute building setback requirements other than those that may be imposed by a local government or those shown on a recorded plat of Evans Mill. However, the following setbacks shall be presumed applicable unless the Committee determines that a variance from these presumed setbacks is appropriate, based upon the criteria set out hereinafter. Notwithstanding any presumed setback, the Committee shall have complete authority to determine the appropriate building site on each and every Lot. This approved building site may exceed any presumed setback if the standards for approval as set out in paragraph 5B hereinafter are more completely met by increasing such setbacks.

The presumed setbacks are as follows:

- (1) 50 feet from any street right-of-way;
- (2) 15 feet from each side Lot line;
- (3) 50 feet from the front (waterside) Lot line, if the Lot is adjacent to a body of water; and
- (4) 25 feet from the back Lot line (any Lot line other than property lines determined by the Association to be adjacent to the water, adjacent to a public street or a side Lot line).

Furthermore, the Committee shall have the right to vary any setbacks set out herein or on any recorded plat 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.

E. Certain areas of Evans Mill 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 Evans Mill, 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 or conditions, the locations of wetlands may vary from time to time. No fill of any wetlands shall be allowed, regardless of whether or not said fill is or could be permitted by any governmental agency, except that the Declarant may fill areas designated for fill as shown on the Plat.

F. 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.

G. 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, and no fence shall be allowed in any front 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.

H. 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 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. The Committee may impose screening requirements by vegetation or otherwise as it deems appropriate.

I. No vehicles shall be allowed to be parked on any Lot or any Association Property, or on any right-of-way, which is determined by the Association to be of a type, because of size or weight, not appropriate for overnight parking within a residential subdivision. As an example, tractor/trailer trucks or heavy construction equipment shall be determined inappropriate.

J. No activity, whether active or passive, that is reasonably considered a nuisance by the Association shall be allowed within Evans Mill. This prohibition includes any activities within any structure, on any Lot or on any street or Association Property. 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.

K. 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.

L. No Living Unit may be leased or rented for a rental term less than one (1) month.

M. 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, and cause any or each of such unimproved Lots to be mowed, and trash and debris located thereon to be removed, if the owner fails to do so after request by the Association. 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, plus fifteen (15) percent. The Association shall establish regular brush removal cycles for guidance of owners.

N. 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 removal of underbrush or damaged or diseased trees, nor shall this provision preclude the installation of a driveway, water access or dock or pier.

O. All driveway accesses shall be paved, and all crossings of drainage swells or ditches located on any road or right-of-way must be by appropriately designed and engineered culvert installed by the owner of said Lot, as approved by the Committee.

P. No single story Living Unit containing less than sixteen hundred square feet of heated, enclosed space shall be allowed; any split level or two-story Living Unit must contain a minimum of eighteen hundred square feet of heated, enclosed space, a minimum of one thousand of which must be located on the first living floor.

Q. Bulkheading of any Lot will be allowed only following issuance of all required permits, and only after approval of the bulkhead, as to material, size and location, has been granted by the Committee after appropriate application. Docks shall be allowed, following issuance of all required permits, but only following approval thereof as to size, material and location by the Committee. Boat lifts shall be allowed, subject to approval as to size and location by the Committee. The Committee shall consider, in determining whether or not to grant permission for either bulkhead or dock, in addition to standards set out in paragraph 5B, the impact on navigation and the impact on view of the water from adjoining properties.

R. To the extent that the City of New Bern requires a grinder pump to be installed on any Lot to allow such lot to be served by the municipal sewage disposal system of the City of New Bern, all cost associated with installation of said pump, its utilization and its maintenance shall be borne by the owner of the Lot served thereby. Neither the City of New Bern nor the Association shall have any responsibility for installing or maintaining such grinder pump.

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. 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. 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 provided 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 Evans Mill;

(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; and

(5) that the impervious surface limitation coverage proposed on each Lot is consistent with the requirements of the Division of Environmental Management Coastal Stormwater Regulations as set out on Exhibit A hereto.

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.

C. 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.

D. 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.

6. ASSOCIATION.

A. Membership. The owner or owners of every Lot shall be a voting member of the Association. However, only one vote shall be allowed per Lot. To the extent that there is more than one owner of any one 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. The Board of Directors of the Association shall select the Committee in accordance with the By-Laws.

B. Streets. Declarant shall construct all public streets within Evans Mill to standards for residential streets specified by the City of New Bern. Said streets, after completion, inspection and approval by the City of New Bern, will be deeded to or otherwise conveyed to the City of New Bern, for maintenance purposes. If for any reason the City of New Bern does not accept the maintenance responsibility for said streets for reasons other than failure of Declarant to construct the same to applicable standards, Association shall assume maintenance responsibilities for such streets until such time as the City of New Bern does accept maintenance responsibilities therefore. Declarant shall retain full maintenance responsibility for all streets until such time as they have been approved by the City of New Bern as having been constructed to the standards established by the City of New Bern. Old Airport Road (State Road 1111), may be improved by Declarant, and after improvement, may either be accepted for maintenance purposes by the City of New Bern, or shall remain on the state road system, subject to maintenance by the State of North Carolina, if such an agreement is reached between the City of New Bern and the State of North Carolina.

C. 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 "Common Area" on any recorded subdivision plat of any portion of Evans Mill made subject to the terms and provisions of these Protective Covenants, including, without limitation, the Common Area consisting of 3.952 acres, located to the northwest of Lots 52 through 55 as shown on the Plat, plus two twenty foot wide pedestrian accesses and a forty foot wide vehicular access, the "Common Space" between Lots 65 and 66 and the "Common Space" located to the southeast of Lots 56 through 67. No improvement need be made by Declarant to any Common Area except that, on the 3.952 acre Common Area above described, a playfield and playground and a community shelter will be constructed by Declarant, and both pedestrian accesses and the vehicular access leading to said Common Area shall be made useable and passable by the Declarant (paving shall not be required). The Association shall also maintain in good condition any signage and landscaping located at the entrance and on other Common Areas.

D. 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 within Evans Mill. 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 Evans Mill 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.

E. Reserves. The Association is not required to maintain any reserves for capital improvement, because of the minimal cost associated with the maintenance and/or repair or replacement of such facilities. The Association may retain a capital reserve if its Board of Directors elect to do so.

F. Dues and Assessments. In order to fund the Association's obligations, the owner of every 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, 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 shall be a continuing lien upon the property against which such charges are levied. 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 in an amount as specified by these Protective Covenants and amendments hereto. The initial annual dues for each Lot shall be \$90.00 per Lot. The annual dues may be altered for any fiscal year of the Association beginning with the fiscal year commencing January 1, 1999.

Any particular charge or expense incurred by the Association due to the actions or inactions of a particular owner, such as, but not limited to, the obligation of the Association to clean or clear any Lot as allowed by these Protective Covenants, following failure of the owner of such Lot to do such required action, or any charges required to provide specific services to a particular group of Lot owners, as specified herein, may be assessed as Supplemental Dues against the owner of said Lot, or Lots, and such Supplemental Dues may be collected by the Association utilizing all processes and procedures as allowed for the collection of annual dues.

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.

G. Private Drive. There is a private drive extending from Stonewall Circle, as shown on the Plat, which drive has been constructed to provide access to Lots 5, 6, 7 and 8. The Association shall maintain said drive in good condition, but all expenses associated with such maintenance shall be allocated as Supplemental Dues equally to the owners of the four benefited lots. Lots 4 and 9 have access provided from Stonewall Circle; if either elects to connect an access to said private drive, they shall be allowed to do so, subject to the approval as to the location thereof by the Committee, but if such an election is made, the owner of said Lot electing to utilize said private drive for an access shall be charged Supplemental Dues on an equal basis with the other Lots being provided access therefrom.

7. ENFORCEMENT. These Protective Covenants, including any amendment hereto, may be enforced by any individual Lot owner; by the Association, upon approval by its Board of Directors; or by Declarant, as long as Declarant owns any property within Evans Mill. 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, whether regular, special or supplemental, 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 is 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 Stormwater 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. Specific impervious surface limitations per lot are as set out on Exhibit A attached hereto.

8. SETBACKS. All setback and building restriction areas, and allowable building areas, as shown on any recorded subdivision plat including any Lot within Evans Mill, 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.

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 by the owners of sixty-seven percent (67%) of the Lots subjected to these Protective Covenants (including any amendments hereto). At all other times, amendments shall only be adopted upon approval of eighty percent (80%), of the owners of Lots subjected to these Protective Covenants. 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.

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. 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 Evans Mill, 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 Evans Mill shall not increase. Upon the recombination of any Lots to reduce the total number of

allowable building Lots within Evans Mill 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. RELEASE. The City of New Bern shall be responsible for no damage to person or property caused by it providing municipal services, such as garbage collection, to those owners whose access is provided by the private drive referenced in paragraph 6G hereinbefore. The City of New Bern and all of its employees, agents, contractors and officials are hereby specifically held harmless from any such damage to person and property, except for damage caused by the intentional or grossly negligent acts of said parties, resulting in injury to a person or to property other than the private drive itself and personalty within its right-of-way.

14. CIVIL WAR SITE. There is contained on Lot 11, and denoted on the Plat, a civil war historical site. The owner of Lot 11 hereby agrees to be bound specifically by restrictions on said site as set out on Exhibit B attached hereto.

15. RULES. The Board of Directors may from time to time establish rules for use of any property within Evans Mill in order to protect the value of Lots, the aesthetic qualities of each Lot 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. UTILITY EASEMENT. There is specifically reserved a utility easement adjacent to each street right-of-way a width of ten (10) feet, and adjacent to each side Lot line a width of seven and one-half (7.5) feet. This utility easement may be utilized by any public utility providing service to Evans Mill.

The owner of each Lot is further required to cause all utilities extending from any adjacent street right-of-way to be extended to said owner's Living Unit underground. The owner of each Lot is hereby directed to grant to any utility company

requesting the same the necessary easements to allow underground service to be provided to all structures on said owner's Lot, and to any adjoining Lot.

17. INSURANCE. The Association shall at all times maintain the following insurance for the benefit of its members, directors and officers, in amounts deemed commercially reasonable to its Board of Directors:

A. General Liability insurance providing coverage for damage to persons or property utilizing or located on Association Property; and

B. Officers and Directors liability insurance.

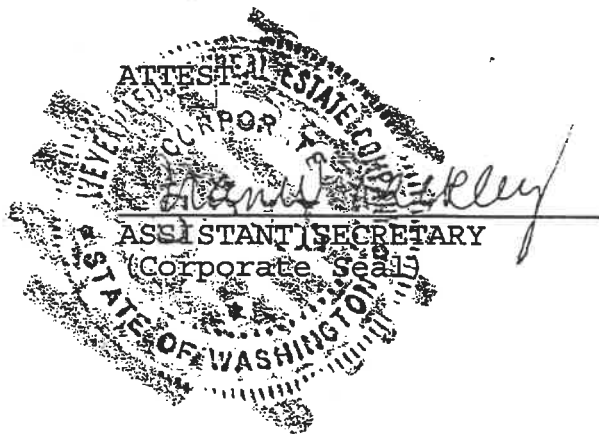
No amendment to this provision of the Covenants shall be allowed without the consent of Declarant until Declarant's right to annex additional properties hereto has expired.

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:


ASSISTANT VICE PRESIDENT



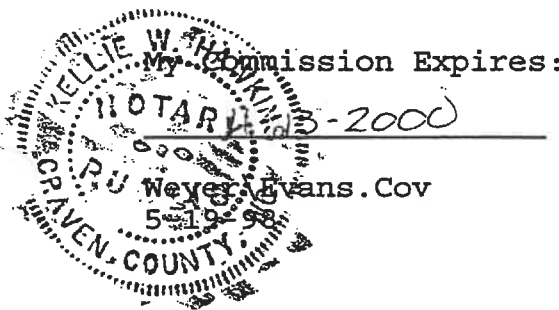
STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Kellie W. Hawkins, a Notary Public, certify that Nan W. Backley 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 21st day of May, 1998.

Kellie W. Hawkins
Notary Public



State of North Carolina, Craven County
The foregoing certificate(s) of Kellie W. Hawkins
is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, NC in Book 1629 Page 499
This 21 day of May, A.D. 19 98 at 1:10 o'clock P
Register of Deeds [Signature] Asst./Deputy Register of Deeds

BUILT-UPON AREA
EXHIBIT A
EVANS MILLS SUBDIVISION

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46	55,311	14,000	25%
47	55,738	14,000	25%
48	45,198	10,000	22%
49	45,196	10,000	22%
50	42,900	10,000	23%
51	49,244	12,000	24%
52	55,998	14,000	25%
53	44,200	10,000	23%
54	44,200	10,000	23%
55	46,792	12,000	26%
56	82,964	20,000	24%
57	46,201	12,000	26%
58	45,741	10,000	22%
59	45,281	10,000	22%
60	45,003	10,000	22%
61	46,756	12,000	26%
62	43,244	10,000	23%
63	42,000	10,000	24%
64	42,000	10,000	24%
65	57,166	14,000	24%
66	75,828	20,000	26%
67	92,136	25,000	27%
Common Area	178,988	45,000	25%
Total Lot SF	4,782,408	1,097,000	
Total Lot Ac.	109.789	25.18	23%
Total R/W Ac.	10.934	3.82	35%
Total Com. Ac.	4.109	1.03	
Total Ac.	124.832	30.04	24%
Total % Impervious			24%

BUILT-UPON AREA
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Lot #	Actual Lot Size (SF)	Proposed Built-Upon Area	% Impervious Area
1	143,116	30,000	21%
2	177,574	35,000	20%
3	58,859	15,000	25%
4	52,516	12,000	23%
5	31,475	9,000	29%
6	30,539	9,000	29%
7	145,983	30,000	21%
8	187,318	40,000	21%
9	67,354	15,000	22%
10	59,175	14,000	24%
11	269,676	40,000	15%
12	47,877	12,000	25%
13	40,921	10,000	24%
14	53,657	14,000	26%
15	57,536	14,000	24%
16	104,737	25,000	24%
17	79,991	20,000	25%
18	42,877	10,000	23%
19	38,212	10,000	26%
20	36,582	10,000	27%
21	41,569	10,000	24%
22	38,405	10,000	26%
23	38,405	10,000	26%
24	38,405	10,000	26%
25	38,410	10,000	26%
26	73,118	18,000	25%
27	59,690	15,000	25%
28	51,560	15,000	29%
29	35,582	10,000	28%
30	286,248	40,000	14%
31	103,633	30,000	29%
32	83,162	20,000	24%
33	50,094	12,000	24%
34	63,163	15,000	24%
35	77,044	20,000	26%
36	100,257	25,000	25%
37	113,011	25,000	22%
38	129,122	30,000	23%
39	133,658	35,000	26%
40	122,348	30,000	25%
41	52,555	12,000	23%
42	42,816	10,000	23%
43	45,713	12,000	26%
44	44,684	10,000	22%
45	44,684	10,000	22%

EXHIBIT B

CIVIL WAR SITE RESTRICTIONS

No ground disturbing activities, including earthmoving, digging, off road vehicle, bicycle and motorcycle traffic, horseback riding and other activities which may directly or indirectly contribute to damage to or increase the potential for erosion of the site, shall be allowed. This restriction shall not, however, preclude the owner of record from clearing brush, removing trees or other vegetation from the site area, so long as the structural integrity of the site is not diminished. Questions regarding allowed activities should be directed to the North Carolina State Historic Preservation Office, 109 East Jones Street, Raleigh, N. C. 27601.