

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS  
TABERNA  
BOLEYN CREEK SUBDIVISION

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 1st day of June, 1996, and is submitted for recordation by Weyerhaeuser Real Estate Company, a corporation qualified to do business in the State of North Carolina hereinafter ("Declarant").

**RECITALS:**

Declarant has prepared a master development plan for a predominantly residential community named Taberna, located in Craven County, City of New Bern, North Carolina. The development plan for Taberna is set out in the Protective Covenants for Taberna recorded in Book 1488, Pages 565 - 599, Craven County Registry ("Master Covenants"). Certain properties particularly described in the Master Covenants were subjected to its provisions upon its recordation. Declarant reserved the right, in Paragraph 2 of the Master Covenants, to subject described additional properties to the terms and conditions of the Master Covenants. Declarant further reserved the right to impose new or different development guidelines and restrictions on the additional properties made subject to the Master Covenants. The purpose of this Amendment to Protective Covenants ("Amendment") is to subject additional properties more fully described hereinafter to the terms and conditions of the Master Covenants, and to specify particular restrictions and easements applicable to the properties hereby annexed.

Therefore, the Master Covenants are hereby amended as follows:

1. ADDITIONAL PROPERTIES. The provisions of the Master Covenants shall apply fully to all of the property described as Lots 1 through 24 on that plat of Boleyn, recorded in Plat Cabinet G, Slides 5F and 5G, Craven County Registry, including the twenty foot alley and utility easement and further including Boleyn Loop, all as shown thereon. Said plat shall herein be referred to as "Boleyn Plat." All of the terms and provisions of the Master Covenants shall be fully binding and applicable to the property so described, except as specifically modified herein. The Lots shown on the Boleyn Plan shall be referred to herein as "Boleyn Lots."

Declarant further subjects all property denoted "Association Property" and "Association Property Green" on the Boleyn Plat (to the extent located south of Taberna Circle and east of North Carolina State Road 1111) to the terms and provisions of the Master Covenants, and agrees to convey and utilize said properties as more fully set out in the Master Covenants, with no residential or commercial construction to be allowed thereon.

2. DUES. Annual dues payable to the Association (prorated as appropriate) shall be due and payable upon each Boleyn Lot upon the earlier to occur of the following:

A. The first day of the month following the date of transfer of title to any Boleyn Lot by Declarant to a third party; or

B. January 1, 1997.

Furthermore, beginning January 1, 1997, the owner of each Boleyn Lot shall pay Supplemental Dues as more fully authorized by Paragraph 6G of the Master Covenants, in the initial amount of \$600.00 per year. The Association shall be authorized to increase the amount of Supplemental Dues payable beginning January 1, 1999, but no increase shall be in an amount greater than is necessary (when combined with the Supplemental Dues already assessed) to provide services specified in Paragraph 3 hereunder for the benefit of the owners of Boleyn Lots.

3. ASSOCIATION RESPONSIBILITIES. The Association shall be responsible for providing all exterior lawn maintenance on every Boleyn Lot. Furthermore, the Association shall be responsible for the maintenance of the twenty foot alley and utility easement shown on the Boleyn Plat, including any landscaping or non-public street lighting located thereon. The Association shall further be responsible for maintaining any Boleyn signage and related improvements or utilities. The Supplemental Dues as set out in Paragraph 2 shall be utilized, in whole or in part, for such purpose. The maintenance of Association Property, including Association Property Green, as shown on the Boleyn Plat, shall be the maintenance obligation of the Association, but the cost thereof shall not be derived from Supplemental Dues, as such properties are for the benefit of all property owners within Taberna.

4. BUILDING RESTRICTIONS. All building restrictions contained in the Master Covenants shall be fully applicable to Boleyn Lots, except as specifically modified hereby. No requirements as to minimum enclosed, heated square footage for any home, as set in the Master Covenants, shall be applicable to the Boleyn Lots. Declarant has caused to be designed five house plans for utilization on Boleyn Lots, and each purchaser of a Boleyn Lot will be required, by purchase agreement, to construct one of those designated homes on each Lot purchased within Boleyn. All such predesigned homes, to the extent that the exterior appearance thereof is not modified, shall be deemed approved for construction

by the Committee, but nothing contained herein shall in any way limit the Committee's right to determine the location of such home on each Boleyn Lot, or to approve any modification of the exterior of any such home, or to waive the necessity for procuring approval for any site improvements or alterations.

Furthermore, no driveways shall be allowed to connect any Boleyn Lot to Taberna Circle. Primary vehicular access for Lots 1 through 4 and 14 through 24 must be from the twenty foot alley and utility easement shown on the Boleyn Plat. Access to Lots 5 through 13 shall be from Boleyn Loop. Such Lots may have frontloading garages, to be located as approved by the Committee. Parking, however, shall be allowed along Taberna Circle on the public right of way adjacent to the Boleyn Lots, to the extent permitted by the City of New Bern. No parking shall be allowed on the street right of way of Boleyn Loop, or on the twenty foot alley and utility easement as shown on the Boleyn Plat.

5. IMPERVIOUS SURFACE LIMITATIONS. The amount of impervious surface allowed on each of the numbered Lots as shown on the Boleyn Plat shall be limited to 3700 square feet, in order for restrictions imposed on the Boleyn Lots by the Department of Environmental Management of the State of North Carolina to be met. Impervious surfaces are more fully defined by the Department of Environmental Management, which definitions are hereby incorporated by reference, but impervious surfaces include, without limitation, areas covered or altered so as to significantly restrict the percolation of stormwater into the soil thereunder. As set out in the Master Covenants, the State of North Carolina has specific authority to enforce this restriction by legal or equitable means.

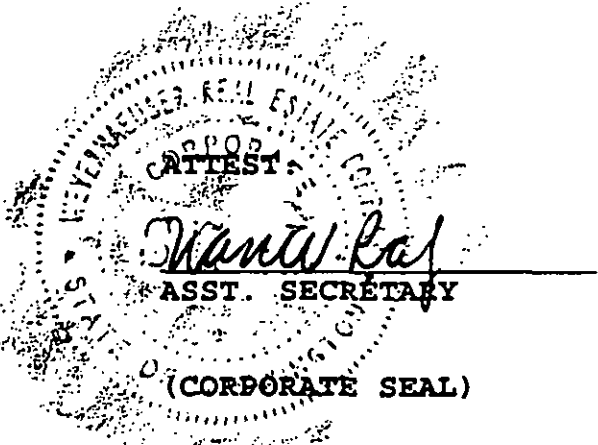
6. DEFINITIONS. All definitions contained in the Master Covenants are hereby incorporated within this Amendment by reference.

7. SURVIVAL. Except as specifically amended by this Amendment, all provisions of the Master Covenants, to the extent not limited therein to particular designated Lots, and as the same may be amended from time to time, shall be fully applicable to all Boleyn Lots, and the terms and conditions of the Master Covenants shall remain in full force and effect as to all Lots encumbered hereby and thereby. No amendment altering any particular building restriction as set out in Paragraph 4 hereof or in the amount or method of assessing or collecting Supplemental Dues as set out in Paragraph 2 hereof shall be altered without the majority consent of the owners of all Boleyn Lots.

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]  
JOHN M. DOUGHTY, ASST. VICE PRESIDENT



[Signature]  
ASST. SECRETARY

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, a Notary Public of the County and State aforesaid, certify that Nan W Rackley, personally came before me this day and acknowledged that Nan W Rackley, she is Asst. Secretary of Weyerhaeuser Real Estate Co., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Asst. Vice-President, sealed with its corporate seal and attested by Nan W. Rackley as its Asst. Secretary.

Witness my hand and official stamp or seal, this 17<sup>th</sup> day of June, 1996.

[Signature]  
Notary Public

My commission expires:

NOVEMBER 13, 2000.

State of North Carolina, Craven County  
The foregoing certificate(s) of [Signature]  
[Signature]  
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 519, Page 805  
This 18 day of June A.D. 1996 at 2:05 o'clock PM  
[Signature]  
Register of Needs Asst. Deputy Register of Deeds

