STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

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DECLARATION OF COVENANTS
HARDY WHITFORD HOUSE
413 METCALF STREET

THIS DECLARATION, made and entered into this 15 day of March, 1985, by and between the NEW BERN PRESERVATION FOUNDATION, INC., a North Carolina corporation with its principal office in Craven County, North Carolina (hereinafter called the "Foundation"); and all PROSPECTIVE PURCHASERS of the tract of land described on Exhibit A attached hereto and incorporated herein by reference (hereinafter called "Purchasers");

W I T N E S S E T H :

WHEREAS, the Foundation is the owner of the tract of land described on Exhibit A and desires to record this Declaration in order to impose the restrictions hereinafter enumerated on said property, said restrictions to run with the land and forever be a burden to same and a benefit to the Foundation and to the property hereinafter described.

NOW, THEREFORE, the Foundation does hereby declare that the restrictions herein contained shall run with the property described on Exhibit A attached hereto and incorporated herein by reference and shall be a burden on and a benefit to such property and shall be binding on all persons or entities hereinafter owning or acquiring title to said property. The restrictive and protective covenants and conditions are as follows:

(1) PERMITTED USES. No use may be made of the property except the following specifically permitted uses:

(a) Use for single-family residential purposes - The property may be used for single-family residential purposes. No more than one family may reside on the property at any time.

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No structure shall be erected, placed, altered or permitted to remain on the property other than one detached single-family dwelling and such outbuildings as may be reasonably appurtenant to the use of said dwelling as a single-family residential dwelling.

(b) In the event of any change in city zoning classification for this property, prior to any such use allowed in the zoning change being undertaken pursuant to the authority of this subparagraph (b), the applicant shall apply to the Foundation for approval of such use. Such application shall be made in writing and shall specifically detail the proposed use indicating the product(s) to be sold or the services to be offered from the property, an estimate as to the number of employees of the business, an estimate of the expected clientele of the business and the numbers of same, and a statement as to why the operation of the business would be in the best interests of and harmonious with the historic district in which the property is located. If the Foundation finds the proposed use harmonious with the historic district in which the property is located and in the best interests of the historic district in which the property is located it shall so state in a recordable instrument. After recordation of such instrument in the office of the Register of Deeds of Craven County, such specifically permitted use shall not be in violation of these restrictions. Provided, however, that such permission shall extend only to the particular use approved and any extension of such use shall be subject to reapplication and reapproval.

(2) RESTORATION AGREEMENT. The Purchasers, pursuant to the terms, conditions, and deadlines of a Restoration Agreement of even date shall (i) cause to be rehabilitated the house which now stands on the premises and (ii) cause the said premises to be landscaped in keeping with said building. Said house shall be rehabilitated according to the terms hereof

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within the thirty-six (36) months following the date hereof. The Restoration Agreement is incorporated herein by reference.

(3) AFTER REHABILITATION. After the house has been rehabilitated pursuant to the terms, conditions, and deadlines of the aforesaid Restoration Agreement, no alteration and no physical or structural change and no changes in the material or surfacing (excluding normal maintenance and repairs) shall be made to the exterior of the house without the prior written approval of the Foundation.

(4) ADDITIONS. No addition or additional structure shall be constructed or permitted to be built on the premises unless the plans and exterior design for such structure or addition have been approved in advance in writing by the Foundation.

(5) INTERIOR FEATURES. After the house has been rehabilitated, no removal, relocation, or alteration of the original architectural features shall be made without prior written approval of the Foundation.

(6) DEMOLITION. No structure or any part thereof on the premises may be removed or demolished without the prior written approval of the Foundation.

(7) MAINTENANCE. The Purchasers covenant and agree to continuously maintain, repair, and administer the premises herein described in accordance with the Secretary of the Interior's Standards for Rehabilitation so as to preserve the historical integrity of features, materials, appearance, workmanship, and environment of the premises. Maintenance shall be continuously provided.

(8) EXTERIOR PAINT. Any change in the existing exterior paint scheme shall be approved by the Foundation prior to the application of the changed exterior paint color to the building.

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(9) BUILDING QUALITY. All structures erected or permitted to remain on the property shall be constructed of material of good grade, quality, appearance and all construction shall be performed in a good and workmanlike manner. The exterior of all buildings located or permitted to remain on the property shall be wood or brick and no aluminum siding, sheet metal siding, imitation brick or stone roll siding, compressed wood siding, asbestos shingle siding, or any siding comparable to such sidings shall be erected or permitted to remain on the property.

(10) NUISANCES. No noxious or offensive trade or activity shall be carried on upon the property nor shall anything thereon be done which may be or become a nuisance or annoyance to the neighborhood. No wrecked or junked motor vehicle shall be permitted to remain upon the property. No truck larger than a one-half ton truck shall be permitted to remain upon the property. In determining what constitutes a nuisance, the decision of the Foundation shall be final.

(11) ENFORCEMENT. Enforcement of the restrictions herein shall be by a proceeding at law or equity against the person or persons violating or attempting to violate any of the provisions of these restrictions. Such action may be brought either to restrain violation of these restrictions, to remove the violation, or to recover damages for such violation. These restrictions shall benefit the Foundation, and its successor in interest or assigns. These restrictions may be amended, altered, or rescinded by the joint consent of the Foundation and the owner of the property described on Exhibit A.

(12) ASSIGNMENT OF RIGHTS. The Foundation shall have the right to assign its rights as specified in this Declaration to the New Bern Historical Society, Inc., or to any other entity organized and existing for the purpose of preserving historic structures in the City of New Bern.

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(13) PERIOD OF REVIEW. The Foundation may take up to thirty (30) days to review and approve or decline to approve any plans or matters submitted to it. Purchaser shall take such time lapse into consideration when planning construction.

(14) EASEMENT. This property is conveyed together with and subject to the easements specified in an instrument recorded in Book 1070, Page 264 in the office of the Register of Deeds of Craven County which instrument is incorporated herein by reference.

IN TESTIMONY WHEREOF, the Foundation has caused this instrument to be executed in its corporate name by its _____ President, attested by its _____ Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this the day and year first above written.

NEW BERN PRESERVATION FOUNDATION, INC.

By: J. Harold Laxton
_____ President

Attest: Brenda Rackley
_____ Secretary

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Bobby Turnblad, a Notary Public in and for said County and State, do hereby certify that on the 14th day of March, 1985, before me personally appeared J. Harold Laxton with whom I am personally acquainted, who, being by me duly sworn, says, that he is _____ President and that Brenda Rackley is _____ Secretary of NEW BERN PRESERVATION FOUNDATION, INC., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing

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instrument is said common seal; that the name of the corporation was subscribed thereto by the said _____ President; that the said _____ President and _____ Secretary subscribed their names thereto and the said common seal was affixed, all by order of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 14th day of March, 1985.

Polly Lundblad
Notary Public

My Commission expires:
June 27, 1988

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

The foregoing certificate of Polly Lundblad, a Notary Public of Craven County, North Carolina, is 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, North Carolina, in Book 1079, Page 333

This 15 day of March, 1985, at 9:05 o'clock A.M.

Register of Deeds

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Attachment A

All that certain tract or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

Lying and being situate in the City of New Bern, on the western side of Metcalf Street between New and Broad Streets, and being bounded on the north by George Holland's lot, on the east by Metcalf Street, on the south by Katie Whitford's lot, and being more particularly described as follows: BEGINNING at a point in the western line of Metcalf Street which lies S 7° 30' W 92.3 feet from the southwestern intersection of New Street and Metcalf Street, it being the southeastern corner of the George Holland lot. THENCE FROM THIS POINT OF BEGINNING SO LOCATED, along and with the western line of Metcalf Street S 7° 30' W 69.50 feet to an iron, the northeastern corner of the Katie Whitford lot; thence with the Whitford line and parallel with New Street S 86° 17' 50" W 97.60 feet; thence parallel with Metcalf Street N 7° 30' E 69.50 feet; thence N 86° 17' 50" East 97.60 feet to the point of beginning.

CRAVEN COUNTY, NEW BERN, N. C. 28560