BOOK 1066 PAGE 491

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

DECLARATION OF COVENANTS
FOR KAFER HOUSE (520)

THIS DECLARATION, made and entered into this 20th day of SEPTEMBER, 1984, 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. No structure shall be erected, placed, altered or permitted to remain on the property other than one detached single-family

WARD AND SMITH, P.A., ATTORNEYS AT LAW, 1001 COLLEGE COURT, NEW BERN, N. C. 28560-0617

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) PARKING. Driveway(s) and parking spaces for use of the house as a single-family dwelling shall be permitted. No portion of the property shall be used for public parking.

(3) RESTORATION AGREEMENT. The Purchasers, pursuant to the terms, conditions, and deadlines of a Restoration Agreement entered into by the parties and signed by the President of the Foundation, shall (i) cause to be rehabilitated the house which now stands on the premises and (ii) cause the

WARD AND SMITH, P.A., ATTORNEYS AT LAW, 1001 COLLEGE COURT, NEW BERN, N. C. 28560-0867

said premises to be landscaped in keeping with said building. Said house shall be rehabilitated according to the terms hereof within the thirty-six (36) months following the date hereof.

(4) 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.

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

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

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

(8) 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.

(9) 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.

WARD AND SMITH, P.A., ATTORNEYS AT LAW, 1001 COLLEGE COURT, NEW BERN, N. C. 28560-0867

(10) 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.

(11) 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.

(12) 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.

(13) 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.

WARD AND SMITH, P.A., ATTORNEYS AT LAW, 1001 COLLEGE COURT, NEW BERN, N. C. 28560-0867

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 Dalton
_____ President

Attest: Sharon C. Reed
_____ Secretary

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Debbie H. Avery (Southerland), a Notary Public in and for said County and State, do hereby certify that on the 20th day of September, 1984, before me personally appeared, with whom I am personally acquainted, who, being by me duly sworn, says that he is _____ President and that Sharon C. Reed 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 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 20th day of September, 1984.

Debbie H. Avery (Southerland)
Notary Public

My Commission expires:
2-21-87

DEBBIE H. AVERY NOTARY PUBLIC CRAVEN COUNTY, N.C.

WARD AND SMITH, P.A., ATTORNEYS AT LAW, 1001 COLLEGE COURT, NEW BERN, N. C. 28560-0857

BOOK 1066 PAGE 496

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

The foregoing certificate of Debbie H. Owens Gaskins 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 1066 Page 491.

This 20 day of September, 1984, at 10:40 o'clock A.M.

Register of Deeds

81-0649
4PRM

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EXHIBIT "A"

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

Beginning at a point marking the intersection of the eastern line of Metcalf Street and the southern line of Johnson Street. Thence from this point of beginning so located along and with the southern line of Johnson Street North 86° 16' East 52.50 feet to a point; thence South 01° 54' East 40.48 feet to a point; thence North 84° 24' West 58.13 feet to a point in the eastern line of Metcalf Street; thence along and with the eastern line of Metcalf Street North 07° 30' East 31.65 feet to the point of beginning.

The aforesaid property bears a postal enumeration for the City of New Bern for the year 1984 of 520 Metcalf Street.

This conveyance is made subject to the provisions of a Declaration and Restoration Agreement recorded in Book 1066 Page 491 and Book 1066 Page 495 in the office of the Register of Deeds of Craven County.

This conveyance is further made together with the Easement recorded in Book 1021, Page 101 in the office of the Register of Deeds of Craven County.

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