BOOK 1307 PAGE 97

Prepared By: New Bern Preservation Foundation, Inc.
STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

DECLARATION OF COVENANTS
221 NEW STREET

THIS DECLARATION, made and entered into this 21st day of ~~January~~, 1997, 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 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 residential purposes - The Property may be used for single- family residential purposes. No more than one family may reside on the property at any one time. No structure shall be erected, placed, altered, or permitted to remain on the property other than one family dwelling and such outbuildings as may be reasonablly appurtenant to the use of said dwelling as a one- 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 busineess 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, it shall so state in a recordable instrument. After recordation of such instrument in the office of the Registrar 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 the use of the house as a 2 family dwelling shall be permitted. No portion of the property shall be used for public parking.

(3) BUILDINGS. No 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. The Foundation in reviewing plans and design for any addition or additional structure shall consider the following criteria: Exterior building materials; height; fenestration; roof shapes, forms, and materials; surface textures; expression of architectural detailing; scale; relationship of any additions tothe main structure; general form and proportion of structures; orientation to street; setback; spacing of buildings, defined as the distance between adjacent buildings; lot coverage; use of local or regional architectural traditions; and effect on archeological resources. Contemporary designs for additions or additional structures shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, color, material and character of the property and its environment.

(4) MAINTENANCE. The Purchasers covenant and agree to continuously maintain, repair, and administer the premises herein described. Maintenance shall be continuously provided.

(5) BUILDING QUALITY. All structures erected or permitted to remain on the property shall be constructed of material of good grade, quality, appearance and all construcction 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.

(6) NUISANCES. No noxious or offensive trade or acctivity shall be carried on upon the property nor shall anything thereon be done which may be or beccome a nuisance or annoyance to the neighborhood. No wrecked or junked motor vehicle shall be permitted to remain on 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.

(7) ENFORCEMENT. Enforcement of the restrictions herein shall be by a proceeding at law or equity against the person or persons violatilng these restrictions. Such aciton may be brought either to restrain violation of these restrictions, to remove the violation, or to recover damages for such violation. These restrictions shall benfit the Foundation, and its successor in interest or assigns. These restrictions may be ammended, altered, or rescinded by the joint consent of the Foundation and the owner of the property described in Exhibit A. . In the event of a violation of covenants, the Foundation shall have an option to purchase the premises, provided that it shall give the Grantees written notice of the nature of the violation and the Grantees shall not have corrected same within the ninety (90) days next following the giving of said notice. The purchase of the premises, pursuant to the exercise of the option retained hereby, shall be at a price equal to the then market value of the premises, subject to restrictive covenants, as determined by agreement of the then owner and the Foundation, or, in the absence of such agreement, by a committee of three appraisers, one to be selected by the Foundation, one to be selected by the then owner, and the other to be designated by the two appraisers selected by the Foundation and the owner respectively. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the property, any such deeds of trust shall be satisfied as part of the purchase price.

(8) 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.

IN TESTAMONY 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 the order of the Board oof Directors first duly given, this the day and year first above written.

NEW BERN PRESERVATION FOUNDATION, INC.

By: Francis P King
____President

Attest Edna Harkins
____Secretary

NORTH CAROLINA
CRAVEN COUNTY

I, Deborah D. Travis, a Notary Public in and for said County and State, do hereby certify that on the 21st day of January, 1992, before me personally came Francis P. King, with whom I am personally acquainted, who being by me duly sworn, says that he is _____ President and that Edna Harkins is _____ Secretary of NEW BERN PRESERVATION FOUNDATION, INC., above named corporation and which executed the foregoing instrument; that he knows the common seal of the 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 the said corporation.

WITNESS my hand and notarial seal this the 21st day of January, 1992.

DEBORAH D. TRAVIS NOTARY PUBLIC CRAVEN COUNTY, N.C.

Deborah D. Travis
Notary Public

My Commission Expires
10/22/94

NORTH CAROLINA
CRAVEN COUNTY

The foregoing certificate of Deborah D. Travis, a Notary Public of Craven County, North Carolina, is certified to be correct. This deed was presented for registration this day and hour duly recorded in the Office of the Register of Deeds of Craven County, North Carolina, in Book 1307 at Page 97.

This the 23 day of Jan. 1992 ~~1991~~, at 11:25 o'clock A.M.

REGISTER OF DEEDS

BY _____
~~ASSISTANT~~ REGISTER OF DEEDS

ERNEST C. RICHARDSON III • ATTORNEY AT LAW • 507 POLLOCK STREET • NEW BERN, NC 28563 • (919) 633-2470

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 in the southern right of way line of New Street, said point of beginning being the northwestern corner of the Hollows Tract described by Deed recorded in Book 970, Page 519, in the office of the Register of Deeds of Craven County. THENCE FROM THIS POINT OF BEGINNING SO LOCATED South 17° 8' 4" West 199.24 feet to a point; thence North 73° 9' 48" West 42.61 feet to a point; thence North 17° 8' 4" East 199.32 feet to a point in the southern right of way line of New Street; thence South 73° 3' 36" East 42.61 feet to the point of beginning. The aforesaid property has a postal enumeration of 221 New Street, New Bern, North Carolina.