NORTH CAROLINA
CRAVEN COUNTY

DECLARATION OF COVENANTS
for Abbott-Rowe House
617 East Front Street

THIS DECLARATION, made and entered into this the 30th day of May, 1991, by and between NEW BERN PRESERVATION FOUNDATION, INC., a North Carolina corporation with its principal office in Craven County, North Carolina (hereinafter called "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, 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

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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 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, 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 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 said premises to be landscaped in keeping with said building. Said house shall be rehabilitated according to the terms hereof within the 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. The Foundation in

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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 to the 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.

(6) INTERIOR FEATURES. After the house has been rehabilitated, no removal, relocation, or alteration of original architectural features shall be made without approval of the Foundation. Protected features, mantles, etc., shall remain in situ unless otherwise specified.

FIRST FLOOR

(a) Front South Parlor: Woodwork, mantle, windows restored, retained and used. Light fixture preserved and protected. If not used in the room, tag and save.

(b) Back South Parlor: Intact as is, woodwork, mantle, windows. Side door preservation contingent on porte-cochere use.

(c) Sleeping porch to remain, windows retained.

(d) Hall to remain intact, stairs, rail, light fixture, front door, French doors, etc., preserved and used.

(e) Front North Parlor: Keep intact, woodwork, windows, mantle (restore/replace tile on hearth as close to original as possible).

(f) Dining Room: Keep woodwork, mantle, and china closet.

(g) Back North Room retained.

SECOND FLOOR

(h) Front South Bedroom: Keep intact, woodwork, mantle, windows.

(i) Back South Bedroom: Keep intact, woodwork, mantle, windows.

(j) Sleeping Porch: Suggest replace with double hung windows as in lower porch.

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(k) Front North Bedroom: Retain as is, woodwork, mantles, windows.

(l) Back North Bedroom: Retain as is, woodwork, mantles, windows.

(m) Stairway must all be saved to third floor.

(7) DEMOLITION. No structure or any part thereof on the premises may be removed or demolished without 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.

(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 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.

(12) ENFORCEMENT. Enforcement of the restrictions herein shall be by a proceeding at law or equity against the person or persons violating 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 in Exhibit A.

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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 right to purchase shall be satisfied or assumed as part of the purchase price.

(13) RESALE. In case of any contemplated sale of the subject property or any portion thereof by the Grantees or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the Foundation, its successors or assigns. If the Foundation so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of the Foundation to notify the then owner of its intention to exercise this right of first refusal within such thirty (30) day period shall free the owner to sell pursuant to the bona fide offer.

(14) 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 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 the order of the Board of Directors

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first duly given, this the day and year first above written.

NEW BERN PRESERVATION FOUNDATION, INC.

By: Francis P King
President

ATTEST:
Edna Hoskins
Secretary

NORTH CAROLINA
CRAVEN COUNTY

I, B. Hunt Baxter Jr., a Notary Public, do hereby certify that Francis P. King personally came before me this day and acknowledged that he/she is Edna Hoskins of New Bern Preservation Foundation, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ____ President, sealed with its corporate seal and attested by Edna Hoskins as its ____ Secretary.

Witness my hand and notarial seal, this the 30th day of May, 1991.

Notary Public

My Commission Expires:
5-21-96

NORTH CAROLINA
CRAVEN COUNTY

The foregoing certificate of B. Hunt Baxter 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 1284, at Page 939.

This the 30 day of May, 1991, at 4:10 o'clock P.m.

Kenna Higgs
REGISTER OF DEEDS

By: Edna Evans
DEPUTY REGISTER OF DEEDS

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EXHIBIT A

All of that lot or parcel of land in Craven County, North Carolina, in the City of New Bern at the southwest corner of the intersection of East Front Street and King Street and more particularly described as follows:

Beginning at a point in the southern right of way line of King Street at its intersection with the western right of way line of East Front Street and running thence with the western right of way line of East Front Street South 28° 00' 00" East 67.75 feet, thence South 62° 19' 26" West 94.00 feet, thence North 28° 00' 00" West 67.75 feet to the southern right of way line of King Street, thence with the southern right of way line of King Street North 62° 19' 26" East 94 feet to the western right of way line of East Front Street, the place of beginning. According to a plat entitled "Survey Prepared for New Bern Preservation Foundation, 617 Front Street" by Thomas & Mayo, P.A., Norwood Martin Mayo, Registered Land Surveyor, L-1546 on July 26, 1990, copy of which is recorded in Book 1262, at Page 340, Craven County Registry. Being 617 East Front Street, according to the present postal enumerations of the City of New Bern.