

North Carolina
Craven County

Declaration of Covenants, Conditions, and Restrictions

FOR 857 PASTEUR STREET (6 Sisters House #6)

This Declaration is made October 23, 2026, by the New Bern Preservation Foundation, Inc., a North Carolina non-profit corporation, hereinafter referred to as the "Foundation" and all Prospective Purchasers of the tract of land described in Exhibit A, attached hereto, and incorporated herein by reference (hereinafter referred to as "Purchaser"). The Foundation states and declares as follows:

WHEREAS the North Carolina General Assembly has enacted the Historic Preservation and Conservation Agreements Act validating restrictions, easements, covenants, conditions or otherwise, appropriate to the preservation of a structure or site historically significant for its architectural, archeological or historical associations.

WHEREAS the Foundation is a charitable organization which acquires certain rights pursuant to historic preservation agreements that will ensure that structures located within the state of North Carolina of recognized historical and architectural significance are preserved and maintained for the benefit of future generations; and

WHEREAS the Foundation is the owner of that tract of land located in Craven County, North Carolina, and described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS the Foundation has established certain protective covenants upon the Property to ensure it retains its historically and architecturally significant features, while being sympathetically adapted and altered, where necessary, to provide for contemporary uses; and

NOW THEREFORE, the Foundation hereby declares that the Subject Property shall be and shall permanently remain subject to the following agreement, easements, covenants and restrictions (hereinafter referred to as the "Covenants"):

1. These Covenants shall be administered solely by New Bern Preservation Foundation, Inc., its successors in interest or assigns; and in all subsequent conveyances of

Property, the Foundation, its successors in interest or assigns shall be the sole party entitled to administer these Covenants.

Rehabilitation and Maintenance

2. Purchasers covenant and agree to rehabilitate the Property according to the terms, conditions, and deadlines of a Rehabilitation Agreement entered into by the parties and signed by authorized officials of the Foundation and, after rehabilitation, to continuously maintain, repair, and administer the Property herein described.

Prior Approval Required for Modification

3. After completion of the rehabilitation agreement, unless prior written approval by the Foundation is obtained, no alteration or changes to the exterior Property shall be made.

4. After completion of the rehabilitation agreement, neither the Property nor any exterior part thereof may be removed or demolished without the prior written approval of the Foundation.

5. No portion of the Property may be subdivided.

6. A photographic record will be made of architecturally significant interior and/or exterior features of the Property and shall establish the state and condition of the Property as of the date of this agreement. Said record will be kept on file at the Foundation office.

Permitted Uses

7. The Property shall be used only as an owner-occupied single-family residence or for short-term rental. No long-term rental or lease is permitted. Short-term rental for the purposes of this agreement is defined as rental for a duration of no greater than 30 days. Long-term rental or lease for the purpose of this agreement is defined as rental or lease for a duration of greater than 30 days. The Grantor may request, and the Foundation, at its discretion, may grant extensions to the 30-day short-term rental time frame. Grantors shall request any desired changes in writing.

8. The Foundation can, at its discretion, choose to offer the property to a Purchaser who intends to rehabilitate the Property to be sold to an individual who intends abide by the terms of this covenant's agreement, to include using it in accordance with the terms of paragraph 6 above.

Amendment

9. These restrictions and protective covenants may be amended by the Foundation and the owner of the Property.

Remedies

10. In the event of a violation of Covenants contained in Paragraphs 2, 3, 4, 5, 6, 7 and 8 hereof, the Foundation shall have the right to pursue enforcement of these Covenants by a proceeding at law or equity against the person or persons violating these Covenants. Such action may be brought either to restrain violation of these Covenants, remove the violation, or to recover damages for such violation. The Foundation shall also have an option to purchase the Property, provided that it shall give the owner written notice of the nature of the violation and the owner shall not have corrected same within the ninety (90) days next following the giving of said notice. The purchase of the Property, pursuant to the exercise of the option retained hereby, shall be at a price equal to the then market value of the Property, subject to 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 outstanding deeds of trust or other encumbrances against the property, any right to purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

11. In the event of a violation of these Covenants, all legal and equitable remedies, including injunctive relief, specific performance, and damages, shall be available to the Foundation. No failure on the part of the Foundation to enforce any of the Covenants herein nor the waiver of any right hereunder by the Foundation shall discharge or invalidate such Covenants or affect the right of the Foundation to enforce the same in event of a subsequent breach or default. In any case where a court finds that a violation has occurred, the court may require the Grantee to reimburse the Foundation for all expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees, court costs, and other costs necessary to enforce its rights under this agreement.

Duration of Covenants

12. These Covenants shall be covenants and restrictions running with the land, which Purchasers, their heirs, successors, and assigns, covenant and agree, in the event the

Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Property.

13. Unless otherwise provided, the Covenants and restrictions set forth above shall run in perpetuity.

IN WITNESS WHEREOF, the Foundation has caused this Declaration of Covenants, Restrictions and Conditions to be executed in such form as to be binding, all as of the date and year first written above.

New Bern Preservation Foundation, Inc.

By: _____

John Barnes, President

STATE OF NORTH CAROLINA

COUNTRY OF CRAVEN

I, Jessie L Behrendt, a notary public of the aforesaid County and State, do hereby certify that **John Barnes** acknowledged that he is President of the NEW BERN PRESERVATION FOUNDATION, INC., 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 President personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 23 day of October, 2026.

Jessie L Behrendt

NOTARY PUBLIC

My Commission Expires:

February 01, 2029

[Affix Seal]

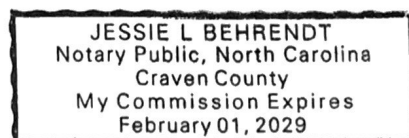


EXHIBIT A

Legal Property Description

All that certain lot or parcel of land situated in the City of New Bern, Number Eight (8) Township, Craven County, North Carolina, and more particularly described as follows:

Being all of Lot 1 containing 0.13 acres (5,794 square feet), more or less, as the same is shown on that map of record in the Office of the Register of Deeds of Craven County in Plat Cabinet J, Slide 117H. The map herein referred to was prepared by Brad L. Suitt, PLS, dated August 20, 2025, and identified by the following legend: "Subdivision Plan of New Bern Preservation Foundation, Inc. Six Sisters." Further reference is made to said map for a more complete and accurate description of this property.