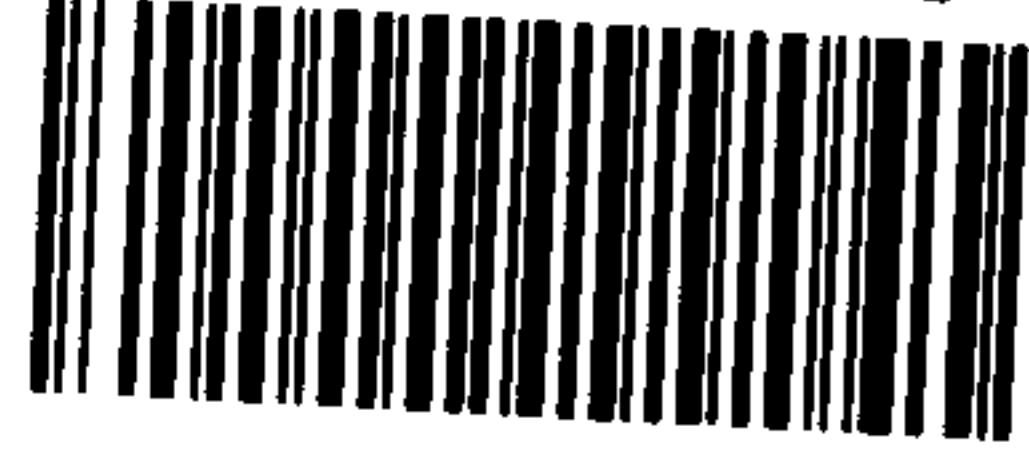


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Clementine White

CLEMENTINE WHITE, Pasquotank County, NC

Strawberry Acres Subdivision

Declaration of Restrictive Covenants

**Declaration of Restrictive Covenants
Strawberry Acres
February 25, 2020**

- 1. Lots shall be used for residential purposes only, except that a legitimate business may be operated within a residential structure so long as said structure is used primarily as a residence. Otherwise, no business, commercial, or professional enterprises or activity shall be conducted upon any lot. Only one residential structure shall be placed or erected on each lot, and no tent, shack, garage, barn or outbuilding erected or situated upon the property shall at any time be used as a residence, either temporary or permanent.**
- 2. No livestock or domestic animals, except household pets, shall be kept or maintained upon any of the lots, it being the intent and purpose of this provision to prohibit the keeping and quartering on the lots of horses, cows, cattle, ponies, goats, chickens, sheep or other animals commonly classified as domestic animals.**
- 3. No kennels may be kept for hunting dogs or other animals, although fenced in areas for personal pets shall be permitted.**
- 4. No nuisance or offensive, noisy, noxious or illegal activity shall be carried on or suffered or permitted upon any of said lots, nor shall anything be done upon any of said lots which shall or may become an annoyance or nuisance to the surrounding neighborhood, and no part of any lot shall be used or occupied so as to adversely affect the use or value of the adjoining premises for residential purposes on the neighborhood wherein the premises are located.**
- 5. None of the lots shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash and garbage shall be kept in sanitary containers which shall be emptied regularly. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clear and sanitary condition at the rear of the property, and any wood piles, trash, garbage or rubbish accumulations are to be adequately screened so as to preclude view of the same from the road.**
- 6. No junked, wrecked or inoperative automobile, truck, bus, van, trailer or boat shall be permitted to remain on any lot in the subdivision, nor shall other unsightly materials be stored thereon. It is the purpose of the provision that there shall be no junked or wrecked cars or equipment parked or kept on any of these lots. Furthermore, it shall be the duty of any person or persons acquiring ownership of any of these lots to prevent the accumulation of rubbish, trash and debris thereon and to cut down any excessive growth of**

weeds, brush, or bramble thereon, including properly maintaining all ditches and ditch banks within the boundary lines of each individual lot, and not allowing grass height to exceed 12" in height at any time.

7. No main residential structure shall be constructed upon any of the lots unless the ground floor area is at least 1200 square feet for a one-story dwelling, or 750 square feet for a dwelling of more than one-story. All foundation skirts shall be brick.
8. Driveways and driveway aprons shall be concrete, asphalt or gravel, and be maintained in a reasonable and neat manner.
9. All construction and any alteration to original structure shall be completed within twelve months from the commencement of construction.
10. No dwelling or other building shall be erected or placed nearer than 50 feet to the front lot line, nor closer than 10 feet from the side lines, notwithstanding any minimum setback line on the plat.
11. All lots in subdivision shall be subject to reasonable and necessary drainage and utility easements along the rear and side lines.
12. No sign of any kind shall be displayed to the public view on any lot except one sign not more than 24 inches square, which sign may be the owner or a licensed real estate agent for the purpose of advertising the sale or lease of the lot.
13. In the event one owner acquires two or more adjoining lots, the adjoining lots may be used as one building site, in which event, the side line restriction hereinabove set forth shall apply to the outside perimeter property line of the combined lots owned by said owner.
14. All owners shall be responsible for maintaining the treed buffer strips between the Strawberry Acres subdivision and adjacent properties. Until 50% of the lots are sold, the developers of the Strawberry Acres subdivision shall be responsible.
15. If the owners or occupants of any lot in this subdivision shall violate any of the covenants or restrictions herein, it shall be the right of any lot owner to institute proceedings at law against the person/s of any such covenant or restrictions violation, for the purpose of preventing him or them from so doing, or to recover damages for violation, or both.
16. The following restrictions are incorporated in these covenants to reference compliance with the State Stormwater Management Permit Number

SW7071005 as issued by the Division of Water Quality under NCAC 2H 1000:

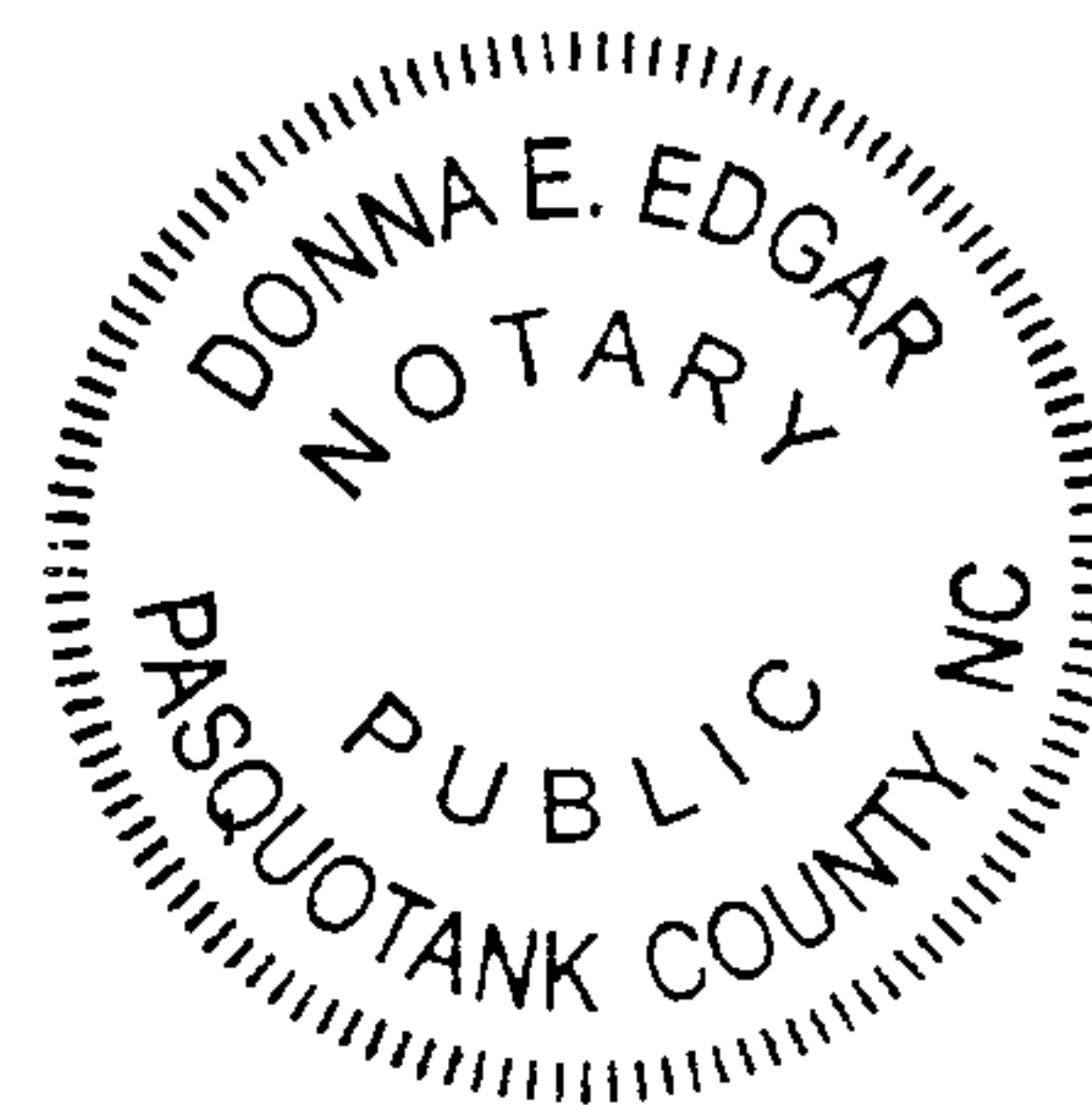
- a. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- b. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- c. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- d. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
- e. The maximum built-upon area per lot is as shown in Attachment A of this permit. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion includes any of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or water surface of swimming pools.
- f. Filling in or piping of any vegetative conveyances (ditched, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.
- g. Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.
- h. All roof drains shall terminate at least 30' from the mean high water mark.

17. Invalidation of any of the provisions of these covenants or restrictions by judgment, court order or otherwise shall in no way affect any of the other provisions, and the remaining covenants or restrictions shall remain in full force and effect, these restrictions being construed and considered severable.

Signed:



Arthur A. Bergman
Managing Partner, MARART LLC



Sworn and subscribed before me, Donna E. Edgar, Notary Public.
2-27-2020

North Carolina
Pasquotank County
My notary expires 8-29-2021

ATTACHMENT A
ALLOWABLE BUILDABLE AREAS PER LOT
 for
STRAWBERRY ACRES

	Sq. Ft.
Total Site Area	2,953,368
30% of Total Area	886,010
Proposed Streets	90,964
Proposed Driveways	10,944
Allow. Lot Coverage	784,092

Lot Number	Area (SF)	Percent of Total Lot Area	Calculated Buildable Area (SF)	Calculated Buildable Percentage	Adjusted Buildable Area (SF)	Adjusted Buildable Percentage
1	43,000	1.8%	13,902	32.33%	12,900	30.00%
2	43,000	1.8%	13,902	32.33%	12,900	30.00%
3	43,000	1.8%	13,902	32.33%	12,900	30.00%
4	43,000	1.8%	13,902	32.33%	12,900	30.00%
5	43,000	1.8%	13,902	32.33%	12,900	30.00%
6	43,000	1.8%	13,902	32.33%	12,900	30.00%
7	43,000	1.8%	13,902	32.33%	12,900	30.00%
8	43,000	1.8%	13,902	32.33%	12,900	30.00%
9	43,000	1.8%	13,902	32.33%	12,900	30.00%
10	43,000	1.8%	13,902	32.33%	12,900	30.00%
11	43,000	1.8%	13,902	32.33%	12,900	30.00%
12	43,000	1.8%	13,902	32.33%	12,900	30.00%
13	45,000	1.9%	14,548	32.33%	13,500	30.00%
14	45,000	1.9%	14,548	32.33%	13,500	30.00%
15	45,000	1.9%	14,548	32.33%	13,500	30.00%
16	45,000	1.9%	14,548	32.33%	13,500	30.00%
17	43,000	1.8%	13,902	32.33%	12,900	30.00%
18	44,270	1.8%	14,312	32.33%	13,281	30.00%
19	43,000	1.8%	13,902	32.33%	12,900	30.00%
20	43,000	1.8%	13,902	32.33%	12,900	30.00%
21	43,000	1.8%	13,902	32.33%	12,900	30.00%
22	43,000	1.8%	13,902	32.33%	12,900	30.00%
23	45,000	1.9%	14,548	32.33%	13,500	30.00%
24	43,029	1.8%	13,911	32.33%	12,909	30.00%
25	43,000	1.8%	13,902	32.33%	12,900	30.00%
26	43,000	1.8%	13,902	32.33%	12,900	30.00%
27	43,000	1.8%	13,902	32.33%	12,900	30.00%
28	43,000	1.8%	13,902	32.33%	12,900	30.00%
29	43,000	1.8%	13,902	32.33%	12,900	30.00%
30	43,000	1.8%	13,902	32.33%	12,900	30.00%
31	43,000	1.8%	13,902	32.33%	12,900	30.00%
32	43,000	1.8%	13,902	32.33%	12,900	30.00%
33	43,000	1.8%	13,902	32.33%	12,900	30.00%
34	43,000	1.8%	13,902	32.33%	12,900	30.00%
35	43,000	1.8%	13,902	32.33%	12,900	30.00%
36	43,000	1.8%	13,902	32.33%	12,900	30.00%
37	43,000	1.8%	13,902	32.33%	12,900	30.00%
38	43,000	1.8%	13,902	32.33%	12,900	30.00%
39	43,000	1.8%	13,902	32.33%	12,900	30.00%
40	43,000	1.8%	13,902	32.33%	12,900	30.00%

ALLOWABLE BUILDABLE AREAS PER LOT
for
STRAWBERRY ACRES

41	43,000	1.8%	13,902	32.33%	12,900	30.00%
42	43,000	1.8%	13,902	32.33%	12,900	30.00%
43	43,000	1.8%	13,902	32.33%	12,900	30.00%
44	43,000	1.8%	13,902	32.33%	12,900	30.00%
45	43,000	1.8%	13,902	32.33%	12,900	30.00%
46	43,000	1.8%	13,902	32.33%	12,900	30.00%
47	45,858	1.9%	14,826	32.33%	13,757	30.00%
48	44,576	1.8%	14,411	32.33%	13,373	30.00%
50	44,577	1.8%	14,412	32.33%	13,373	30.00%
51	43,000	1.8%	13,902	32.33%	12,900	30.00%
52	43,000	1.8%	13,902	32.33%	12,900	30.00%
53	43,000	1.8%	13,902	32.33%	12,900	30.00%
54	43,000	1.8%	13,902	32.33%	12,900	30.00%
55	43,000	1.8%	13,902	32.33%	12,900	30.00%
56	43,000	1.8%	13,902	32.33%	12,900	30.00%
57	43,000	1.8%	13,902	32.33%	12,900	30.00%
Total	2,425,310	100.0%	784,102	32.33%	727,593	30.00%