

NORTH CAROLINA
NASH COUNTY

DECLARATION OF PROTECTIVE
COVENANTS
BERKELEY SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That F&H Land Corporation, a North Carolina Corporation having an office in the City of Rocky Mount, Nash County, North Carolina (herein "Developer") does hereby covenant and agree to, and with all persons, firms, and corporations, hereafter acquiring any of the real estate hereinafter described that the said real estate is hereby subjected to the restrictions hereinafter set forth as to the use and occupancy thereof by whomsoever owned. The real estate which is hereby subjected to the restrictions hereinafter set out is described as follows:

All lots in Section 1 of Berkeley as shown on plat entitled, "Map of Section No. 1, Berkeley, by the Office of M. L. Gay, Jr., C.E., dated April, 1971 and recorded in Map Book 11, Page 126, Nash County Registry (herein "Premises").

The above described lots are hereby subjected to the following restrictions as to the occupancy and use thereof:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached, single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than two cars and other outbuildings incidental to residential use of the lot.

2. The covenants imposed on the property described herein are intended to insure a high level of quality in the development of Berkeley subdivision consistent with changes in future economic and other conditions. In view of the rapidly changing practices in the building industry it is impracticable to establish minimum construction cost and square footage requirements at this time. As such, the Developer, its successors and assigns, RESERVE the right to establish minimum dwelling cost and size requirements for each lot, based upon the Developer's assessment of conditions at the time of conveyance, which may be accomplished by declaring such minimum requirements in the deed of conveyance or in some other instrument of record. Such declaration may affect one or more of the lots then remaining in the subdivision.

3. No building shall be constructed or located on any lot otherwise than in compliance with the applicable rules, regulations, laws and ordinances of the City of Rocky Mount, including, without limitation, front, side and rear set back requirements.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

5. No structure of a temporary character, mobile home, preconstructed modular unit, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

6. Each owner shall keep his lot free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance. All receptacles and other equipment for trash or waste material disposal shall be kept in a clean and sanitary condition. Each lot owner shall provide receptacles for garbage located in an area not generally visible from the street.

7. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot; except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than four

square feet advertising the property for sale or rent, or signs advertising the names of the builder and subcontractors during the construction and sales period.

9. Perpetual easements for installation and maintenance of utilities and drainage facilities are reserved by the Developer as shown on the recorded plat. No structure, planting or other materials shall be placed or permitted to remain within these easements which may damage or interfere with the installation and maintenance of said utilities or with drainage. The easement area of each lot and all improvements thereon except those improvements for which a public authority or utility company is responsible shall be maintained continuously by the owner of the lot. Such easements may be released by Developer to lot owners affected when and if it appears that such easements are no longer needed for the purpose for which they were intended.

10. No trade materials or inventory shall be stored on the premises and no trucks in excess of 3/4 ton may be regularly parked on the premises.

11. The foregoing covenants are to run with the land and shall be binding on and applicable to all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots subject hereto has been recorded changing, modifying or amending said covenants in whole or in part.


12. Enforcement of the aforesaid covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

13. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, F & H Land Corporation has caused this instrument to be executed in its name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, this the 22nd day of April, 1975.

F & H LAND CORPORATION

By William B. Harrison
President

ATTEST:

W. Harrison
Secretary

NORTH CAROLINA
NASH COUNTY

I, Susan D. Carr, a Notary Public
of the aforesaid County and State, do hereby certify that
Frank S. Harrison personally came before
me this day and acknowledged that he is, ^{Cast.} Secretary of F & H
Land Corporation, a 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 himself as its Act.
Secretary.

Witness my hand and official seal this 22nd day
of April, 1975.

SUSAN D. CARR
Notary Public
NASH COUNTY, N. C.

Susan D. Carr
Notary Public

My Commission Expires: Jun 22, 1976

FILED
APR 24 1975
NASH COUNTY, N.C.

NORTH CAROLINA - NASH COUNTY
The foregoing or annexed certificate of Susan D. Carr
is/are certified to be correct. Presented for registration and
recorded in this office at Book 964, Page 494
This 24 day of April, 1975 at 2:45 o'clock P.M.
Margaret B. Doughtie
Register of Deeds
By Joyce A. Jones
Asst. Reg. of Deeds

5.50
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