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Amendment to the Strawberry Acres Subdivision Declaration of Restrictive Covenants

NORTH CAROLINA
CURRITUCK COUNTY

This Amendment to the STRAWBERRY ACRES SUBDIVISION DECLARATION OF RESTRICTIVE COVENANTS (the "Amendment") is made this the 30th day of January, 2024 by CEDAR LAKES HOLDING, LLC (the "Owner").

WITNESSETH:

WHEREAS, MARART, LLC caused the Strawberry Acres Subdivision Declaration of Restrictive Covenants to be recorded in Deed Book 1359, Page 498 of the Pasquotank County Registry (the "Covenants"); and

WHEREAS, the Owner owns the lots shown and delineated as Lots 7, 9, 10, 11, 12, 13, 14, 16, 17, and 18 on the plat entitled in part "STRAWBERRY ACRES- PHASE 2" recorded in Plat Book 65, Page 42 of the Pasquotank County Registry (the "Phase 2 Lots"); and

WHEREAS, the Owner owns the parcel shown and delineated as "Open Space, 70,901 S.F./1.628 Acres" on the plat entitled in part "STRAWBERRY ACRES- PHASE 2" recorded in Plat Book 65, Page 42 of the Pasquotank County Registry (the "Phase 2 Open Space");

WHEREAS, the Owner may develop future phases of Strawberry Acres and desires to reserve the right, at its discretion, at such time or times as it shall determine on or before December 31, 2034, to subject the additional phases, to the covenants for Strawberry Acres; and

WHEREAS, the Owner desires by this instrument to annex and subject the Phase 2 Lots, being located in Pasquotank County, North Carolina, to all the terms and provisions of the Covenants; and

WHEREAS, Owner owns greater than sixty-seven percent (67%) of the lots subject to the Covenants; and

WHEREAS, the Owners desire by this instrument to amend the Covenants referred to above;

NOW, THEREFORE, in consideration of the premises, Owners declares that all the real property hereinafter described shall be held, owned, sold and conveyed subject to all of the terms and provisions of the Covenants as follows:

1. Owner, pursuant to the authority granted under North Carolina law, hereby annexes and subjects the Phase 2 Lots and Phase 2 Open Space to all the terms and provisions of the Covenants as amended herein.
2. Article 2 is deleted in its entirety and replaced with the following:

No livestock or domestic animals, except household pets and chickens, 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, sheep or other animals commonly classified as domestic animals, with the exception of chickens. The maximum number of chickens permitted on each lot is eight and no roosters are permitted. Housing or shelter for the chickens must be permanent, in a fixed location on the lot located behind the rear building line of the residence on the lot and located inside the side building lines of the residence on the lot. Chickens shall be contained and fencing for the chickens shall not exceed 125 feet in total length.

3. Article 6 is deleted in its entirety and replaced with the following:

No junked, wrecked or inoperative automobile, truck, bus, van, trailer or boat shall be permitted to remain on any lot in the subdivision. No commercial vehicles, tractor trailers or other commercial equipment shall be permitted to remain on any lot in the subdivision. All vehicles must be properly and currently registered, licensed and inspected. All recreational vehicles and campers permitted herein shall be parked or stored behind the front building line of the residential dwelling on the lot and shall not be parked or stored in front of the house or street. Each lot owner shall keep lots free of tall grasses (not to exceed one foot in height), dead trees, trash and rubbish and shall properly maintain the lot, so as to present a well-kept appearance. Lot maintenance shall include mowing and keeping all drainage easements free of trees, tall grasses and other debris.

4. Article 7 is deleted in its entirety and replaced with the following:

No main residential structures shall be constructed upon any of the lots unless the ground floor area is at least 1,200 square feet of floor space in heated areas, exclusive of porches, exterior storage and attached garages for a one-story building and 1,750 square feet of floor space in heated areas, exclusive of porches, exterior storage and attached garages for a two-story building. All foundations shall have a front foundation skirt and all foundation skirts shall be brick or stone.

5. Article 8 is deleted in its entirety and replaced with the following:

Driveways and driveway aprons shall be concrete or asphalt and shall be maintained in a reasonable and neat manner.

6. Article 10 is deleted in its entirety and replaced with the following:

No dwelling or other building shall be erected or placed closer than 40 feet from the front lot line, nor closer than 10 from the side lot lines, notwithstanding any minimum setback line as shown on the respective subdivision plat(s) for Strawberry Acres Subdivision.

7. The followed is added as Article 18 of the Covenants:

In order to retain the aesthetic qualities of the neighborhood, the following restrictions relating to fencing will be enforced:

- A. Fences on the lots must be constructed of wood, vinyl, or black vinyl coated chain link fence. No chicken wire or galvanized chain link fencing is permitted.
- B. No fences shall be built or allowed to remain within any drainage easement.

8. The following is added as Article 19 of the Covenants:

Owner may develop future phases of Strawberry Acres. Owner reserves the right, at its discretion, at such time or times as it shall determine on or before December 31, 2034, to subject the additional phases, or such portions thereof as Owner shall determine, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining, to the provisions of these covenants in whole or in part. Each of the additions authorized pursuant to these covenants shall be made by Owner's recordation in the Register of Deeds of an appropriate instrument describing the additional properties subject to these covenants.

9. Except as herein expressly amended, all of the terms and provisions of the Covenants are hereby ratified, confirmed and approved.

10. This Amendment shall be governed and construed under the laws of the State of

North Carolina; provided, however, that no conflict of laws rule of the State of North Carolina shall operate so as to deprive the courts of North Carolina jurisdiction over the subject matter or jurisdiction over the person or to preclude venue in the North Carolina courts.

IN TESTIMONY WHEREFORE, Owner has hereunto set their hand and seal, this the 7th day of February, 2024.

Developer: Cedar Lakes Holding, LLC

By: [Signature] (SEAL)
Jonathan D. Wetherington
Manager

STATE OF ~~NORTH CAROLINA~~ Virginia
COUNTY/CITY OF ~~CURRITUCK~~ Chesapeake

I, Nicole Marie Corbett, a Notary Public do hereby certify that Jonathan D. Wetherington, Manager of Cedar Lakes Holding, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Cedar Lakes Holding, LLC and that by authority duly given and as an act of the entity, (s)he signed the foregoing instrument in its name on its behalf as its act and deed for the purposes therein expressed.

Witness my hand and official stamp or seal this 7th day of February, 2024.

AFFIX NOTARY SEAL

[Signature] (Seal)
Notary Public

My commission expires:

Jan. 31, 2027

