

Prepared by and Return To:
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Wake Forest, NC 27588

NORTH CAROLINA

RESTRICTIVE COVENANTS
FOR
MINOR SUBDIVISION FOR
HENRIETTA M. VAZQUEZ

WAKE COUNTY

Wayne A. Cooper and Henrietta M. Vazquez, as Trustees of the Cooper Vazquez Revocable Trust dated November 25, 2019, hereinafter referred to as Declarant, hereby declares that the Property described on Exhibit A attached hereto and made a part hereof, is and shall hereinafter be held, transferred, sold and conveyed subject to the following Restrictive Covenants, which shall run with the Property, by whomsoever owned, to wit:

1. **LAND USE AND BUILDING TYPE.** All lots shall be used for single-family residential purposes. Any detached, single-family dwelling must be a "stick built" home. No mobile homes, single-wide or doublewide, shall be permitted to be built and/or constructed as part of this subdivision. Garages and other auxiliary buildings shall be allowed but only after declarant approval of such. Dwelling size shall be not less than 2,000 square feet if a ranch style home and not less than 2,500 for a two-story home. Any deviation from said footage must be approved by Declarant in writing prior to construction. Prior to the construction of any building within this subdivision, all plans and specifications for design, materials, location, and landscaping shall be provided to Declarant in writing for approval. Should Declarant fail to

formally approve said plans within thirty (30) of Declarant receiving such from Owner/Builder, Owner shall consider said approval rejected and Owner should resubmit said plans. Should any Owner wish to build a pool on any lot, Owner shall seek approval from Declarant prior to said construction.

2. OUTBUILDINGS. Any outbuildings shall be located only in the rear of the lot and shall not be of metal construction. All such outbuildings shall be harmonious in likeness and material as to exterior siding color and roof color of the primary home and shall be approved by Declarant prior to construction. Said outbuildings would include a pool house should an Owner wish to build one.
3. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, mobile home, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently.
4. ANIMALS. Owners are allowed to keep animals, livestock, and/or poultry of any kind as long as such Lot Owner shall comply with all Wake County Regulations, Ordinances and Laws regarding the keeping of such animals and as long as such animals are not kept or maintained for commercial purposes and as long as said animals do not constitute a nuisance due to noise, odor or other such nuisance to any neighboring properties. Each owner shall have no more than two (2) dogs or cats at any given time. Chickens or fowl of no more than five (5) at a time may be kept on the property but roosters are strictly forbidden. Any animal of any nature shall be confined solely to the owner's property and shall not be allowed to roam freely. Any chicken coups shall be maintained in a clean manner so as to not be a nuisance to any neighbors.
5. NUISANCES/BUSINESS ACTIVITY. No noxious or offensive trade or activity, including loud, prolonged, repetitive or offensive activities, shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No shooting of firearms for hunting, target practice or testing of firearms is allowed. No 18-wheel tractor trailer or heavy construction equipment shall be parked on any lot, private road adjoining said subdivision, front of any lot or on any adjoining road rights of way.
6. MAINTENANCE OF LOT/CONSTRUCTION. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such lot shall repair the damage or destruction;

provided, however, that if the structure damage is not part of or attached to the residence constructed on such lot, the owner may, at his option, either completely remove the damaged structure and landscape the area on which the structure stood or repair or reconstruct the structure. All construction, landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion and not partially completed house or other improvement shall be permitted to exist on any lot, except during such reasonable time as is necessary for completion. The owner of each lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his lot.

7. EXTERIOR MAINTENANCE. The owner of each lot shall maintain the grounds and improvements on his lot, including, but not limited to plantings, landscaping and lawns, at all times in a neat and attractive manner, free of dead trees, dead bushes and rubbish. Lots shall not be used as a dumping ground for trash, garbage or other waste. All garbage shall be stored in receptacles which shall be kept out of the sight of the street and shall be in screened enclosures or inside a garage. No trade materials, trade inventories, junked cars or other like objects are allowed to be stored or parked upon the property.
8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. Signs used by a builder to advertise a lot while under construction shall be allowed.
9. TREES. No more than twenty-five (25%) percent of the mature trees on each lot shall be removed in order to build any structure.
10. DRIVEWAYS. All driveways are to be constructed to the North Carolina Department of Transportation specifications. There is required a thirty (30) foot concrete driveway approach on each lot extending from the edge of the state-maintained road. Owners are responsible for completing the construction of said driveway approach which must be completed on or before the completion of the home. Lots 2 and 3 shall share a common driveway as outlined in the "Declaration of Shared Driveway Easement" recorded in Book 18541 Page 2214, Wake County Registry. All expenses of said driveway shall be split as between the Owners of Lots 2 and Lot 3 as defined in said recorded Declaration.
11. WELLS AND WATER SUPPLIES. All water supplies, wells and sewage systems must be in full compliance with all Wake County regulations. Should water well be located on the front of the lot, well houses of suitable material shall be constructed and shall be approved by declarant so as to match the uniformity with the building materials on the home.

12. FENCING. Fencing shall be allowed on each lot as long as Declarant approves prior to building any such structure. Allowable fencing types are wood, black iron or invisible fencing.
13. ENFORCEMENT. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be either to restrain violations and/or recover damages resulting therefrom. It shall be lawful for any other person or persons owning any real property in this subdivision to prosecute any other owner for violation of these covenants. Should anyone seek to enforce these covenants, the prevailing party shall be entitled to recover their costs including reasonable attorney fees in addition to any other remedy at law or in equity.
14. SEVERABILITY. Invalidation of any one or more of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
15. UTILITIES. Declarant reserves a five (5) foot utility easement on the side lot line of each lot and also a ten (10) foot utility easement along the front and rear lot liens of each lot for the installation, maintenance and repair of utilities within the subdivision. Within such reservation, no structure, plantings, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities. All utilities extending from the public road to the welling site shall be placed underground.
16. TERM. These Covenants shall run with and bind the land and all owners thereof for a period of thirty (30) years from the date these Covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These Covenants may be amended by an instrument signed by the majority of the then owners of the lots created in the subdivision, including any annexations thereof. Declarant, so long as he shall own one or more lots or any common area, may amend these Covenants at any time without the approval or joinder of any other lot owners.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the
14 day of August, 2021.

**THE COOPER VAZQUEZ
REVOCABLE TRUST DATED
NOVEMBER 25, 2019**

Wayne A. Cooper
By: Wayne A. Cooper, Trustee

Henrietta M. Vazquez
By: Henrietta M. Vazquez, Trustee

STATE OF NORTH CAROLINA, COUNTY OF Wake

I, Latarsha Carver, a notary Public of the County and State aforesaid,
certify that Wayne A. Cooper and Henrietta M. Vazquez, as co-Trustees of the Cooper
Vazquez Revocable Trust dated November 25, 2019 personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 14 day of August 2021
2021.

Latarsha Carver
Notary Public

My Commission Expires: March 30, 2026

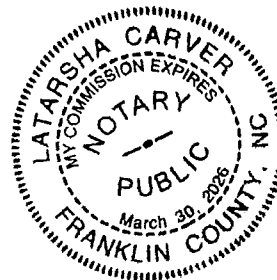


EXHIBIT A LEGAL DESCRIPTION

BEING ALL OF LOTS 1 THROUGH 3 AS SHOWN ON THAT PLAT ENTITLED
"MINOR SUBDIVISION PLAT FOR HENRIETTA M. VAZQUEZ" AS RECORDED
IN PLAT BOOK 2021 PAGE 1032, WAKE COUNTY REGISTRY.