

BK 1298

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Prepared by and return to: Malvern F. King, Jr., P.O. Drawer 3600, Durham, NC 27702

NORTH CAROLINA

GRANVILLE COUNTY

THIRD AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS
1104 LYONS PLACE

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS is made effective the ____ day of _____, 2008, by PARK LAND
OF NORTH CAROLINA, LLC (the "Developer").

WITNESSETH:

THAT WHEREAS, the Developer on July 15, 2005, caused to be filed a Declaration of
Covenants, Conditions and Restrictions ("Declaration") in Book 1097 at Page 0317, Granville
County Register of Deeds, governing the ownership and occupancy of residential properties
located in 1104 Lyon's Place; and

WHEREAS, the Developer on April 10, 2006 caused to be filed a First Amendment to
Declaration of Covenants, Conditions and Restrictions ("First Amendment") in Book 1141 at
Page 386; and

WHEREAS, the Developer on June 12, 2006 caused to be filed a Second Amendment to

Declaration of Covenants, Conditions and Restrictions ("Second Amendment") in Book 1152 at Page 504, Granville County Register of Deeds; and

WHEREAS, the Developer finds it necessary to further clarify the provisions of the Declaration pertaining to 1104 Lyons Place Subdivision concerning the restrictions of outbuildings, fences and vehicles located adjacent to the back and side line of the properties and construction of the structures; and

WHEREAS, Developer has conveyed directly to contractors or indirectly through contractors to residents title to Lots 1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 15, 17, 19, 22, 23 and 27, and continues to hold title to Lots 9, 10, 11, 14, 16, 18, 20, 21, 24, 25, and 26; and

WHEREAS, the Declaration provides that Developer may amend the Declaration at any time so long as it owns any property in the development area and has the votes and written consents of two-thirds of the lot owners signing this Third Amendment; and

WHEREAS, the signatories constitute more than two-thirds of the lot owners.

NOW, THEREFORE, the Developer, with the required lot owner consent, hereby amends the Declaration as follows:

1. Article 13, Paragraph C. shall be amended to read as follows:
"No above-grade structure (except approved fences or walls) may be constructed or placed on any lot except within the minimum building set back lines as set forth herein a) twenty-five (25') feet from the lot front line, b) six (6') feet from the lot side line with a total minimum of fifteen (15') feet, and c) ten (10') feet from the lot rear line.

The term "lot front line" defines the boundary line of the lot that is contiguous to and bounded by the named street as shown on the recorded subdivision plat.

The term "lot rear line" defines the boundary line of the lot that is farthest from, and

substantially parallel to, the line of the street on which the lot abuts.

The term "lot side line" defines the boundary line of the lot that extends from the street on which the lot abuts to the rear line of the lot.

The owner of the lot and a portion of all adjoining and contiguous lot or lots may construct a dwelling and/or structures permitted hereunder upon and across the dividing line of such adjoining and contiguous lots, all such structures to comply with the minimum building set back lines of the actual boundary lines of the subject Owner's property, and thereafter such combinations of lots or portions thereof shall be treated for all purposes under these restrictions as a single Lot. All wire fences shall be coated with a plastic or vinyl coating".

2. Article 13, Paragraph E. (2.) shall be amended to read as follows:

"No mobile home, trailer, camper, tent, or temporary house, temporary garage or other temporary outbuilding shall be placed or erected on any Lot, provided, however, that boats and recreational vehicles may be parked in back of or to the rear of residences and the Committee may grant permission for temporary structures for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as a permanent residence."

3. Article 13, Paragraph E. (5.) shall be amended to read as follows: "All dwellings and permitted structures erected or placed on any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in good workmanship manner and quality. The foundations of all dwellings shall be natural stone or brick. No used structures will be relocated or placed on any Lot and no structure shall have an exterior constructed of concrete blocks, asbestos or asbestos siding or like material. Any permitted outbuilding shall be of the same material, quality, general appearance and workmanship as the dwelling on the Lot. The requirements of the Committee shall control all improvements to any

Lot as is therein specified."

Except as the Declaration are amended by this Third Declaration, the provisions of the Declaration of Covenants, Conditions and Restrictions for 1104 Lyons Place Subdivision as recorded in Book 1097 at Page 315, and as amended by the First Amendment recorded in Book 1141 at Page 386 and by the Second Amendment recorded in Book 1152 at Page 504, shall be and remain the same.

IN WITNESS WHEREOF, the Developer and lot owners hereby execute this instrument
F. 2009 - 1104 Lyons Place Home Owners Deeds
under seal this the 9th day of FEBRUARY, 2008.

PARK LAND OF NORTH CAROLINA, LLC,
a North Carolina limited liability company

By: Townsend C. Stanford, Jr.
Townsend C. Stanford, Jr., Manager

Transvix of Joe F. Berini Construction Co., Inc.,
owner of Lots 2, 17 and 19 hereby consents to this Third Amendment to Declaration of
Covenants, Conditions and Restrictions this 2nd day of FEBRUARY, 2008.

(Signature) (SEAL)

Mary Louise Goodman Holt, owner of Lot 8, hereby consents to this Third Amendment to
Declaration of Covenants, Conditions and Restrictions this 11 day of JULY, 2008.

Mary Louise Goodman Holt (SEAL)
Mary Louise Goodman Holt

Pam Marion owner of Lot 12, hereby consents to this Third Amendment to Declaration of Covenants, Conditions and Restrictions this 24 day of August, 2008.

Pamela Marion (SEAL)
Pam Marion

Dolphus E. Tilley and Nancy T. Tilley, owners of Lot 1, hereby consent to this Third Amendment to Declaration of Covenants, Conditions and Restrictions this ____ day of _____, 2008.

Dolphus E. Tilley (SEAL)
Dolphus E. Tilley

Nancy T. Tilley (SEAL)
Nancy T. Tilley

Ralph Emory and Frances Emory, owners of Lot 27, hereby consent to this Third Amendment to Declaration of Covenants, Conditions and Restrictions this ____ day of _____, 2008.

Ralph Emory (SEAL)
Ralph Emory

Frances Emory (SEAL)
Frances Emory

Zachary Riesland, owner of Lot 23, hereby consents to this Third Amendment to Declaration of Covenants, Conditions and Restrictions this 28 day of October, 2008.

Zachary Riesland (SEAL)
Zack Riesland

Wilson Lane, owner of Lot 4, hereby consents to this Third Amendment to Declaration of Covenants, Conditions and Restrictions this ____ day of _____, 2008.

Wilson Lane (SEAL)
Wilson Lane

Willie J. Evans, owner of Lot 5, hereby consents to this Third Amendment to Declaration of Covenants, Conditions and Restrictions this 24 day of Nov., 2008.

Willie J. Evans (SEAL)
Willie J. Evans

James Barnes and Jennifer Barnes, owners of Lot 15, hereby consent to this Third Amendment to Declaration of Covenants, Conditions and Restrictions this ____ day of _____, 2008.

James Barnes (SEAL)
James Barnes

Jennifer Barnes (SEAL)
Jennifer Barnes

Wayne Michael and Linda Michael, owners of Lot 6, hereby consent to this Third Amendment to Declaration of Covenants, Conditions and Restrictions this 2 day of July, 2008.

Wayne L Michael (SEAL)
Wayne Michael

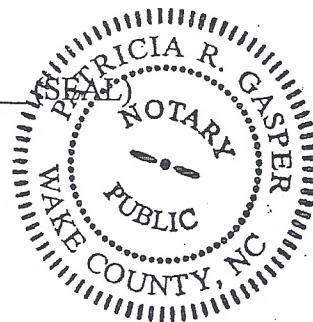
Linda Michael (SEAL)
Linda Michael

Gail Long, owner of Lot 7, hereby consents to this Third Amendment to Declaration of Covenants, Conditions and Restrictions this 16 day of Sept, 2008.

Gail Long (SEAL)
Gail Long

Jeff Galford, owner of Lot 13, hereby consents to this Third Amendment to Declaration of Covenants, Conditions and Restrictions this 1 day of April, 2008.

Jeff Galford
Jeff Galford



NORTH CAROLINA

Durham COUNTY

I, Helen S. Metts, a notary public of the County and State aforesaid, certify that TOWNSEND C. STANFORD, JR. first being duly sworn, personally appeared before me this day and acknowledged that he is Manager of PARK LAND OF NORTH CAROLINA, LLC, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its Manager.

Witness my hand and official stamp or seal, this 9th day of February, 2008.

Helen S. Metts Helen S. Metts
Notary Public

My commission expires: 4-8-2011

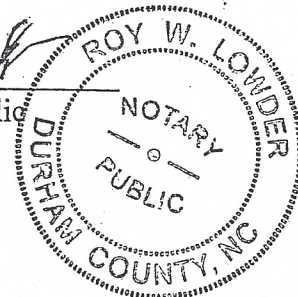
NORTH CAROLINA

Durham COUNTY

I, ROY W. LOWDER, a notary public of the County and State aforesaid, certify that DANTE A. BERINI personally appeared before me this day and acknowledged that he is Treasurer of Joe F. Berini Construction Co., 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 TREASURER.

Witness my hand and official stamp or seal, this 2 day of Feb., 2008. 2009

Roy W. Lowder
Notary Public



My commission expires: 9-14-2009

NORTH CAROLINA
Durham COUNTY

I, Lisa S. Watson, a Notary Public of the County and State aforesaid mentioned, certify that MARY LOUISE GOODMAN HOLT, first being duly sworn, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11 day of July, 2008.

Lisa S. Watson
Notary Public

My commission expires: 7/23/2008

NORTH CAROLINA
Durham COUNTY

I, _____, a Notary Public of the County and State aforesaid mentioned, certify that PAM MARION, first being duly sworn, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11 day of _____, 2008.

Notary Public

My commission expires:

NORTH CAROLINA

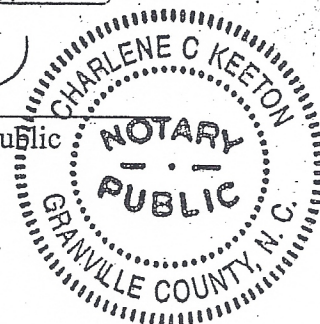
Granville COUNTY

I, Charlene C. Keeton, a Notary Public of the County and State aforesaid mentioned, certify that DOLPHUS E. TILLEY and wife, NANCY T. TILLEY, first being duly sworn, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 22nd day of April, 2008.

Charlene C. Keeton

Notary Public



My commission expires:

04/27/2008

NORTH CAROLINA

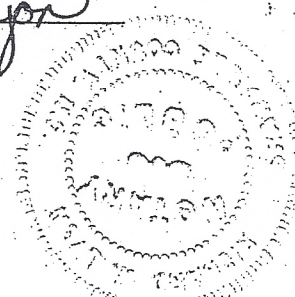
Granville COUNTY

I, Richard W. Lyon, a Notary Public of the County and State aforesaid mentioned, certify that RALPH EMORY and wife, FRANCES EMORY, first being duly sworn, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 24th day of JANUARY, 2008.

Richard W. Lyon

Notary Public



My commission expires: 7/5/2010

NORTH CAROLINA

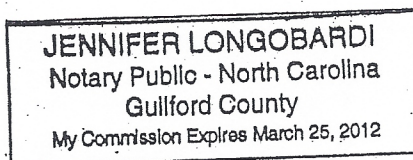
Gulford COUNTY

I, Jennifer Longobardi, a Notary Public of the County and State aforesaid mentioned, certify that ZACHARY RIESLAND, first being duly sworn, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 28 day of October, 2008.

Jennifer Longobardi
Notary Public

My commission expires: 3-25-2012



NORTH CAROLINA

Granville COUNTY

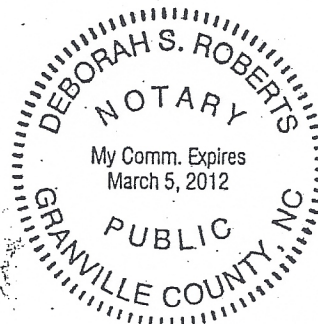
Deborah S. Roberts

I, Wilson L, a Notary Public of the County and State aforesaid mentioned, certify that WILSON LANE, first being duly sworn, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 14 day of May, 2008.

Deborah S. Roberts
Notary Public

My commission expires: 3-5-2012



NORTH CAROLINA

Durham COUNTY

I, ALVINA C. MCLEAN, a Notary Public of the County and State aforesaid mentioned, certify that WILLIE J. EVANS, first being duly sworn, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 28th day of December, 2008.

Alvin C. McLean
Notary Public

My commission expires: 2/29/2013

NORTH CAROLINA

Durham COUNTY

I, Mary Brincefield, a Notary Public of the County and State aforesaid mentioned, certify that JAMES BARNES and JENNIFER BARNES, first being duly sworn, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 29th day of August, 2008.



Mary Brincefield
Notary Public

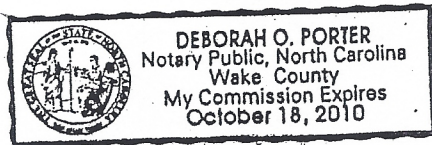
My commission expires: 11-9-2009

NORTH CAROLINA

Durham COUNTY

I, Deborah Porter, a Notary Public of the County and State aforesaid mentioned, certify that WAYNE MICHAEL and LINDA MICHAEL, first being duly sworn, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 2nd day of July, 2008.



Deborah O. Porter
Notary Public

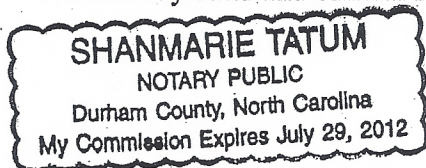
My commission expires: 10/18/10

NORTH CAROLINA

Durham COUNTY

I, Shanmarie Tatum, a Notary Public of the County and State aforesaid mentioned, certify that GAIL LONG, first being duly sworn, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 16 day of September, 2008.



Shanmarie Tatum
Notary Public

My commission expires: July 29, 2012

NORTH CAROLINA

Wake COUNTY

I, Patricia R. Gasper, a Notary Public of the County and State
aforesaid mentioned, certify that JEFF GOLFORD, first being duly sworn, personally appeared
before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 1 day of April, 2008.

Patricia R. Gasper

Notary Public

My commission expires: Jan 9, 2010

