

BOOK 643 PAGE 54

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS FOR  
TWIN CREEKS - PHASE III

COUNTY OF GRANVILLE

THESE RESTRICTIVE COVENANTS, made and executed this 14 day of January, 1994, by MARGARET P. PARHAM, CHARLES RAY PARHAM and wife, KAREN LYNN PARHAM, and DAVID W. PARHAM and wife, TERESA K. PARHAM, hereinafter referred to as the "owners;"

R E C I T A L S :

WHEREAS, the "owners" are the fee simple owners of certain real property located in Fishing Creek Township, Granville County, North Carolina, and more particularly described as follows:

Fifteen (15) lots being numbered 13 through 27 as surveyed by Cawthorne & Associates adjoining Tabbs Creek Lane (State Road 1662) and/or the private roads within the subdivision, to wit: Twin Creeks Drive and Samuel's Court as shown on plat entitled "Final Plat of Twin Creeks - Phase III; Owners: Margaret P. Parham, Charles Ray Parham and David W. Parham" as prepared by Cawthorne & Associates, RLS, PA, dated September 7, 1993, as recorded in Plat Book 15, Page 20, Granville County Registry.

WHEREAS, "owners" for the purpose of creating and maintaining a quiet, restful and desirable development and for the protection of purchasers who build or buy homes in said above-described development do hereby covenant to and with the present and future purchasers of said lots as follows:

1. No subdivision of any lot shall be made without the written consent of the owners, their heirs, and assigns, or their duly appointed agent, to wit: Parham Development, Inc.

2. Only one single family residence with garage and utility building incidental thereto may be erected and maintained on any lot; specifically, no duplex or other type of multi-family dwelling shall be permitted on any lot.

3. No single family one-story dwelling shall be built on any of lot, the main body of which dwelling, exclusive of garage, porches, passageways, stoops and terraces, shall contain less than 1,500 square feet of living area. Should the dwelling be split-level or two-story, the

1

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P.O. Box 1820

mail 1-21-94 Stainback & Satterwhite

same shall contain at least 1,900 square feet of living area in the main body of the dwelling.

4. No single family residence nor the garage therefore or any utility building incidental thereto shall be built, or later altered, until the plans and specifications for each have been submitted to and approved in writing by the owners herein, their heirs and assigns, or their duly appointed agent.

5. No building, structure, outbuildings or other improvement shall be constructed on any lot except by conventional construction, and no single or double-wide mobile home or dwelling of modular construction shall be erected on any lot; provided, however, a pre-cut building may be erected upon a lot with the approval of the owners, their heirs and assigns, or their duly appointed agent.

6. The location of any residence, garage or utility building to be built or erected on any lot must be approved in writing by the owners, their heirs and assigns, or their duly appointed agent, prior to commencement of construction.

7. All lots shall be used only for single-family residential purposes.

8. No mobile home, trailer, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. All garbage containers on any lot shall be screened from view from all streets and garbage shall be disposed of at least weekly from all such containers.

10. Unless approved by the owners, their heirs and assigns, or duly appointed agent, no antenna, aerial, satellite dish, or device shall be erected or placed on any lot, dwelling, or house other than the normal antenna, aerial, or device necessary to facilitate the reception of television signals and/or radio. In no event, however, shall any antenna, aerial or other device be more than 12 feet in height, unless approved by the owners, their heirs and assigns, or their duly appointed agent.

11. No livestock or horses shall be kept on any lot. Usual household pets, such as dogs or cats, may be kept so long as they shall

not be a nuisance to neighbors, however, a business of raising pets shall not be permitted.

12. The lots shall at all times be maintained in a neat and groomed state.

13. No trucks or other commercial vehicles having a capacity of more than 3/4 tons shall be parked on lot or streets for other than a visit, and excessive numbers of motor vehicles shall not be stored or parked on any lot.

14. Doors for any garage or carport placed or erected on any of lot shall open to the side or rear, and shall not be permitted to face the front of any lot.

15. Chain link fences shall be permitted only in the rear of any house erected on any lot and shall not be permitted in front yards or abutting any street.

16. Easements for utilities and drainage are reserved as shown on the plat and the right is reserved to the owners, their successors and assigns, to establish and grant any additional easements along any streets, avenues or drives for the purpose of furnishing utilities in and through said subdivision.

17. The owners reserve the right to subject the property in the subdivision to a contract with Wake Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Wake Electric Membership Corporation by the individual lot owners. After five lots are sold, cost of street lights will be prorated among lot owners (excepting the "owners"). Until that time, owners will be responsible for electric usage by street light.

18. The roads designated "Twin Creek Drive" and "Samuel's Court" on the plat entitled "Final Plat of Twin Creeks - Phase III, Owners: Margaret P. Parham, Charles Ray Parham and David W. Parham" are built to meet the standards and specifications of the North Carolina Department of Transportation. Until such time as the North Carolina Department of Transportation accepts Twin Creeks Drive and Samuel's Court into the State system as public roads for purpose of maintenance, the grantors, their

heirs, and assigns or duly appointed agent shall be responsible for the maintenance of said roads.

17. **ENFORCEMENT:** Enforcement shall be by proceeding at law or in equity, either to restrain violation or to recover damages for breach of any covenant or restriction set forth herein. Failure to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same.

18. **SEVERABILITY:** Invalidity of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force or effect.

19. **DURATION:** These provisions are to run with the lots and shall be binding on all parties owning the lots and all persons claiming under them for a period twenty-five (25) years from the date these restrictions are recorded, after which said time, said covenants shall be automatically extended for additional periods of ten (10) years each, unless an instrument signed by three-fourths (3/4's) of the then purchasers of the similarly restricted lots has been recorded in which it is agreed otherwise.

*David W. Parham* (SEAL)  
DAVID W. PARHAM  
*David W. Parham* (SEAL)  
DAVID W. PARHAM, Attorney-in-  
Fact for Teresa K. Parham,  
Margaret P. Parham, Charles  
Ray Parham and wife, Karen Lynn  
Parham

BOOK 643 PAGE 58

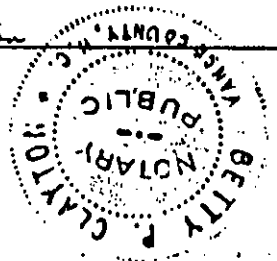
STATE OF NORTH CAROLINA  
COUNTY OF VANCE

I, a notary public of said county and state, do hereby certify that DAVID W. PARHAM personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 14th day of January, 1994.

Betty P. Clayton  
NOTARY PUBLIC

My Commission Expires: July 16, 1995



STATE OF NORTH CAROLINA  
COUNTY OF Vance

I, a Notary Public of said county and state, do hereby certify that DAVID W. PARHAM, Attorney-in-Fact for Teresa K. Parham, Margaret P. Parham, Charles Ray Parham and Karen Lynn Parham, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed General Warranty Deed for and in behalf of Teresa K. Parham, Margaret P. Parham, Charles Ray Parham and Karen Lynn Parham, and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds of Granville County, North Carolina, in Book 571, Page 281, on the 21st day of June, 1989, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said David W. Parham, Attorney-in-Fact for Teresa K. Parham, Margaret P. Parham, Charles Ray Parham and Karen Lynn Parham, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Teresa K. Parham, Margaret P. Parham, Charles Ray Parham and Karen Lynn Parham.

WITNESS my hand and official seal this 14th day of January, 1994.

Betty P. Clayton  
NOTARY PUBLIC

My Commission Expires: July 16, 1995



5

STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate(s) of Betty P. Clayton, a Notary

Public of Vance County, N.C.

is (are) certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Granville County, N. C., in Book 643, Page 54.

This 19th day of January, A. D., 1994 at 1:38 o'clock P. M.

Recorded and verified: Charles E. Ford By Betty C. Doock

\$ 16.00 Rec. Fees \$ \_\_\_\_\_ Stamps \_\_\_\_\_

Register of Deeds

Asst. Deputy Register of Deeds