

Return to: Judge's Box

62

NORTH CAROLINA)
FORSYTH COUNTY)

MODIFICATION OF RESTRICTIONS

THIS AGREEMENT Made and entered into this the 25th day of September, 1976, by and between W. L. TILLEY and wife, VIOLA L. TILLEY and R. J. MARKLAND and wife, RUTH S. MARKLAND, parties of the first part, and S & J HOMEBUILDERS, a North Carolina General Partnership, party of the second part, all of the County of Forsyth, State of North Carolina;

W I T N E S S E T H:

THAT WHEREAS, the parties of the first part were the owners and developers of McGregor Manor, a plat of which is recorded in Plat Book 25, page 106, in the Office of the Register of Deeds of Forsyth County, North Carolina; and

WHEREAS, the parties of the first part have caused to be placed on record Declaration of Restrictive Covenants, as recorded in Book of Records 1121, page 460. By paragraph Number 12 of said Restrictive Covenants, the parties of the first part reserve the right to modify, cancel, or change certain restrictions set out in said documents.

WHEREAS, the party of the second part is the owner of Lot Number 9 as shown upon said plat and the referenced restrictions impose a 50-foot building set-back line in Paragraph 4 of the said Restrictive Covenants; and

WHEREAS, the party of the second part has constructed a dwelling house upon Lot Number 9 as shown on said plat, with the main body of the structure being located 43.8 feet from the Northern right of way line of Tilmark Drive; and

WHEREAS, the parties of the first part have agreed to modify the minimum building set-back line applicable to Lot Number 9 of McGregor Manor, by reducing the same from 50 feet to 43.8 feet and by allowing the house to remain as it is so that none of the said dwelling is in violation of the stated building-set-back line as set forth in the Restrictive Covenants;

NOW, THEREFORE, the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid, the receipt of which is hereby acknowledged, does hereby release and discharge Lot Number 9 and all owners thereof, both present and future, from that restriction appearing of record in Deed Book 1121 page 460, which provides for a minimum building set-back line from a front property line of 50 feet, and modify the same by establishing in lieu thereof a minimum front set-back line of 43.8 feet and by allowing the house constructed thereon to remain as it is so that no part of said house is in violation of the building set-back line as set forth in Paragraph 4 of the said Restrictive Covenants. It being however, understood and agreed that each and all the said Restrictions except the one herein quoted, released and modified, shall be and remain in full force and effect.

BOOK 1184 P 0819

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands and seals, this the 25th day of September, 1976.

W. L. Tilley (SEAL)
W. L. TILLEY

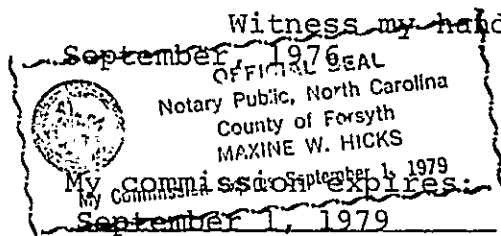
Viola L. Tilley (SEAL)
VIOLA L. TILLEY

R. J. Markland (SEAL)
R. J. MARKLAND

Ruth S. Markland (SEAL)
RUTH S. MARKLAND

NORTH CAROLINA - Forsyth County

I, Maxine W. Hicks, a Notary Public of Forsyth County, North Carolina, do hereby certify that W. L. Tilley and wife, Viola L. Tilley and R. J. Markland and wife, Ruth S. Markland, each personally appeared before me this date and acknowledged the execution of the foregoing instrument.



Maxine W. Hicks
Notary Public

NORTH CAROLINA - Forsyth County

The foregoing certificate of Maxine W. Hicks, a Notary Public of Forsyth County, North Carolina, is certified to be correct.

This the 27th day of September, 1976.

EUNICE AYERS, Register of Deeds

Probate fee 50¢ paid

By Jessie L. Lohr
Deputy/Assistant

DRAWN BY: Leslie G. Frye

PRESENTED FOR
REGISTRATION
AND RECORDED

SEP 27 4 08 PM '76

EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY. N.C.

BOOK 1184 P 0820

#3.002

C7