

Drawn by Daniel M. Smith

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NORTH CAROLINA )  
 )  
FORSYTH COUNTY )

MODIFICATION OF RESTRICTIONS  
AND BUILDING SET-BACK LINE

THIS AGREEMENT made and entered into this the 18th day of October, 1971, by and between L & H LAND COMPANY, a partnership of Winston-Salem, Forsyth County, North Carolina, party of the first part, and K. K. GRUBBS, t/a K. K. GRUBBS CONSTRUCTION COMPANY, a sole proprietorship, party of the second part, of Winston-Salem, Forsyth County, North Carolina.

W I T N E S S E T H :

THAT WHEREAS, the party of the first part, were the owners and developers of CARROLL ESTATES a plat of which is recorded in Plat Book 24, page 102 in the Forsyth County Registry; and

WHEREAS, the party of the first part has caused to be placed upon the recorded plat certain restrictions and set-back lines as shown upon said plat, and as shown in the restrictions recorded in Deed Book 1014, page 366; and by paragraph 7 of said restrictions, the party of the first part reserves the right to remove, modify, or change the restrictions and building set-back lines.

WHEREAS, the party of the second part is the owner of Lot Number 2 as shown upon said plat, that the recorded plat requires a minimum set-back line of 40 feet and the referenced restrictions impose a 50 foot building line.

WHEREAS, the party of the second part has constructed a house upon Lot Number 2 with the main body of the structure being located 39.40 feet from the northern right of way line of Poplar Ridge Drive and with an open stoop, or porch being located 35.40 feet from the northern right of way line of Poplar Ridge Drive; and

WHEREAS, the party of the first part has agreed to modify the minimum building set-back line applicable to Lot Number 2 of Carroll Estates by reducing the same from 50 feet to 39.4 feet and by allowing the 4 x 7 foot open porch or stoop to remain so that none of said dwelling is in violation of the stated building set-back lines and restrictions.

NOW THEREFORE, the said party 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, do hereby release and discharge Lot Number 2 and all owners thereof, both present and future, from that restriction appearing of record in Plat Book 24, page 102, and Deed Book 1014, page 366, which provides for a minimum set-back line from the front property line of 40 and 50 feet respectfully, and modify the same by establishing in lieu thereof a minimum front set-back line of 39.4 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 lines as stated in the referenced instrument. It being, however, understood and agreed that each and all the said restrictions except the ones herein quoted, released and modified shall be and remain in full force and effect.

IN WITNESS WHEREOF, the party of the first part has hereunto  
set their hands and seals.

L & H LAND COMPANY, a Partnership

By *James L. Williams* (SEAL)  
General Partner

By *Edward L. Hall* (SEAL)  
General Partner

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NORTH CAROLINA  
FORSYTH COUNTY

I, Margaret R. Baggett, a Notary Public of Forsyth County,  
North Carolina, certify that James L. Williams and

Edward L. Hall general partners of L & H LAND  
COMPANY, a North Carolina Partnership, personally appeared before me  
this day and acknowledged the due execution of the foregoing instrument for  
and on behalf of said business.

WITNESS my hand and official seal this 19 day of October, 1971.

My commission expires:

November 22, 1974

*Margaret R. Baggett*  
Notary Public

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NORTH CAROLINA  
FORSYTH COUNTY

The foregoing certificate of Margaret R. Baggett N.P.  
Forsyth Co., N.C. is certified to be correct. This the 26  
day of Oct, 1971.

Probate fee 50¢ paid

EUNICE AYERS, Register of Deeds

PRESENTED FOR  
REGISTRATION  
AND RECORDED

OCT 26 2 21 PM '71

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

*3.00 G.C.*

By *Ruth Barrow*  
(Deputy/Assistant)

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