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DAVIDSON CO, NC FEE \$26.00

PRESENTED & RECORDED:
02-22-2022 02:08:16 PM
MICHAEL HORNE
REGISTER OF DEEDS
BY: TARA W. WHITMAN
DEPUTY

BK: DE 2532
PG: 1186-1188

Mail to: James W. Armentrout, Ramey, Inc., P.O. Box 10, Bethania, NC 27010

DRAFTED BY: JAMES W. ARMENTROUT

NORTH CAROLINA }
DAVIDSON COUNTY }

AMENDMENT TO THE DECLARATION
OF RESTRICTIVE COVENANTS FOR
WILLIAMS MEADOW

This Amendment to the Declaration of Restrictive Covenants for Williams Meadow is made this 21st day of February, 2022 by Hubbard Realty of Winston-Salem, Inc and Ramey Development Corporation, hereinafter collectively called "Declarant".

WHEREAS, Declarant herein caused the Declaration of Restrictive Covenants for Williams Meadow to be recorded in Book 968, Page 732, Davidson County Registry; and

WHEREAS, Declarant reserved the right in Paragraph 19 of said Restrictive Covenants to cancel, modify or change any of the restrictions imposed on the lots; and

WHEREAS, Declarant wishes to change the lot front setback requirements for lots 30 and 31 as are set out in Paragraph 4 of the Restrictive Covenants but which front setbacks are further restricted on the plat of Williams Meadow as recorded in Plat Book 26, Pages 10 and 11 in the Davidson County, North Carolina Registry;

NOW THEREFORE, Declarant herein modifies the following restrictions on those properties contained on a plat of Williams Meadow, as recorded in Plat Book 26, Pages 10 and 11, Davidson County Registry, as reflected in the Restrictive Covenants recorded in Deed Book 968, Page 732:

Paragraph 4. SET BACK RESTRICTIONS is modified by removing or cancelling the first 2 sentences of the paragraph which state: "As to each lot, there shall be a total minimum side yards not less than 25 feet in width, no one of which shall be less than 10 feet in width. No building or part of building other than steps, open porches, overhanging eaves or cornices shall extend nearer the front property line than 40 feet."

and replacing those sentences with the following:

"As to each lot, there shall be a total minimum side yards not less than 25 feet in width, no one of which shall be less than 10 feet in width. No building or part of building other than steps, open porches, overhanging eaves or cornices shall extend nearer the front

property line than 30 feet.”

Paragraph 4 is further modified by the following language that shall appear at the end of the paragraph:

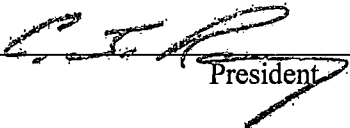
And the front set-back line shown on Lot 31 in Plat Book 26, Pages 10 and 11 is declared null and void, of no legal effect and that lot hereafter must only abide by the setbacks set out in this Paragraph 4 as amended.

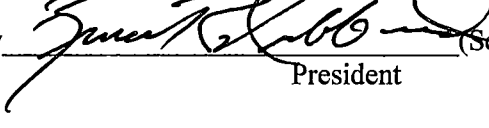
This Amendment does not in any way affect any other provision of the Restrictive Covenants and they remain in full force and effect as originally written and recorded.

IN WITNESS WHEREOF, Hubbard Realty of Winston-Salem, Inc. and Ramey Development Corporation have caused this Amendment to the Declaration of Restrictive Covenants for Williams Meadow to be executed this 21st day of February, 2022.

Ramey Development Corporation

Hubbard Realty of Winston-Salem, Inc.

By:  (Seal)
President

By:  (Seal)
President

STATE OF NORTH CAROLINA }
COUNTY OF FORSYTH }

I, James W. Armentrout, a Notary Public of said County and State, certify that C.J. Ramey, President of Ramey Development Corporation, came before me this day and acknowledged that he executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 21st day of February, 2022.



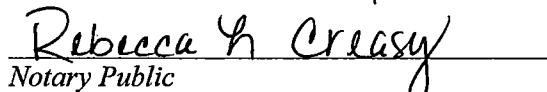
Notary Public

JAMES W ARMENTROUT Commission Expires: 3-25-22
NOTARY PUBLIC
FORSYTH COUNTY, NC
(Notarial Seal/Stamp)
MY COMMISSION EXPIRES MARCH 25, 2022

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

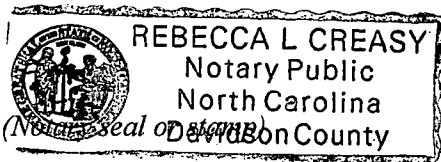
I, Rebecca L. Creasy, a Notary Public of Davidson County, North Carolina, certify that Bruce R. Hubbard, President of Hubbard Realty of Winston-Salem, Inc., came before me this day and acknowledged that he executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal this 22nd day of February, 2022.



Notary Public

My commission expires: 9-6-22


REBECCA L CREASY
Notary Public
North Carolina
Davidson County

PK 0958 PG 0732 16.00

FILED

DRAFTED BY: Lewis E. Hubbard

95 DEC -7 AM 11: 14

MAIL TO : HUBBARD REALTY,
285 S. Stratford Road, Winston-Salem, N.C. 27103

RONALD W. CALICUTT
REGISTER OF DEEDS
DAVIDSON COUNTY, N.C.

NORTH CAROLINA) DECLARATION OF RESTRICTIVE COVENANTS
DAVIDSON COUNTY) FOR: WILLIAMS MEADOW

KNOW ALL MEN BY THESE PRESENTS, That, whereas, HUBBARD REALTY OF WINSTON-SALEM, INC. -AND- RAMEY DEVELOPMENT CORPORATION, are the owners of all of the lots in the development known as WILLIAMS MEADOW, a plat of which is recorded in Plat Book 26, page 10-11, in the Office of the Register of Deeds of Davidson County, North Carolina; and whereas, the undersigned desire to impose certain restrictions and conditions upon present and future owners of said lots;

NOW, THEREFORE, the undersigned hereby covenant and agree for themselves and their heirs, successors and/or assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to lots in the aforesaid development, that all of the said lots are hereby subjected to the following restrictions and conditions as to the use thereof, said conditions and restrictions to be appurtenant to and to run with all the lots in said development, by whomsoever owned.

1. USE OF LOTS: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses.

2. SUBDIVISION OF LOTS: No residence shall be erected on less than one lot and no lot shall be subdivided except that two owners may subdivide a lot between them, but only one residence shall be built on the combined original and subdivided portion of any lots.

3. DWELLING SIZE RESTRICTIONS: No single-family dwelling shall be built, erected, altered or used unless it shall contain at least 1400 square feet of heated and finished floor space, to be measured from outside wall lines, for the main body of the structure, exclusive of porches, garages, terraces, and basements, if the structure is a one-story dwelling. A two-story dwelling shall contain at least 1800 square feet of floor space, as measured above, with a minimum of 900 square feet on the first floor. A split level or split level dwelling shall contain at least 1800 square feet of floor space, as measured above, with a minimum of 1200 square feet on the main level. A one and one-half (1 1/2) story dwelling shall contain at least 1100 square feet of floor space on the first floor, with a total of 1600 square feet within the dwelling (the inside of the top floor need not be finished), as measured above.

4. SET BACK RESTRICTIONS: As to each lot, there shall be total minimum side yards not less than 25 feet in width, no one of which shall be less than 10 feet in width. No building or part of building other than steps, open porches, overhanging eaves or cornices shall extend nearer the front property line than 40 feet. In the case of a corner lot, no building or part of a building, other than steps, overhanging eaves or cornices shall extend nearer the side property line adjacent to the street than 20 feet. The minimum depth of rear yards shall be 35 feet. These set back restrictions may be changed by the Zoning Board or Adjustment or other legal governmental authority without consent of the Developer.

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5. GARAGES AND FOUNDATIONS: No front entrance basement garages shall be permitted, and no bare block construction shall be permitted to show above the ground level of any house.

6. DRIVEWAYS: All driveways shall be paved or concrete.

7. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and provided they are not permitted to become a nuisance to the neighborhood.

8. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as dumping ground for refuse or rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

10. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

11. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

12. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. PARKING: The parking on the streets of boats, campers, large trucks or unregistered or unlicensed automobiles for more than twenty-four (24) hours shall not be permitted. The parking on streets or in front yards of trucks and vehicles with a gross carrying weight in excess of one ton is prohibited, with exceptions only as follows: 1) During the construction period of the dwelling; 2) For immediate deliveries and pick-ups; 3) Vehicles incident to immediate repairs or improvements to subject property.

14. SCREENING: The erection of satellite and/or television receiving dishes, clothes lines, the maintenance of exterior garbage cans, the storage of boats, campers, and trailers in clear view of a public street shall not be permitted unless stored in a screened enclosure, either man-made or natural.

15. ANTENNAE: No exterior radio antennae nor satellite dishes shall be permitted if visible by public view from any street.

16. FENCING: No chain link or other restraining type fencing may be erected nearer the front property line than the rear foundation wall of the single-family dwelling thereon. In the case of a corner lot, no chain link or other restraining type fencing may be erected nearer the side street than 40 feet.

17. STREETS: All streets in this development have been constructed as public streets, meeting the standards of the North Carolina Department of Transportation (NCDOT) for subdivision streets. The developer has dedicated a right-of-way having a width of at least fifty (50) feet. As of the date of the recording of the map, the streets have been inspected by the District Engineer of the NCDOT and certified as having been planned and constructed according to NCDOT standards, including those relating to grading, roadbed, paving and drainage.

The streets may be accepted by the NCDOT for addition to the State Highway System as State maintained roads upon petition by affected lot owners when a sufficient percentage of the lots are individually owned and when there are a sufficient number of occupied dwellings for each applicable segment of street. Reference is made to the Regulations of the NCDOT for a more complete discussion of procedures regulating the admission of streets to the State system.

Following such a petition, the streets will be reinspected by the NCDOT to insure that they continue to meet all State standards, including condition of rights-of-way and drainage ditches and swales.

Nothing, including but not limited to, walls, fences, gates, timbers, trees or plants, shall be erected, placed or permitted to remain in any portion of the street right-of-way or related sight or drainage easements as shown on the recorded map of this development. No drainage ditch or swale shall be filled, tiled or altered in any way except in accordance with the standards of the NCDOT.

18. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.

19. DEVELOPER'S RIGHT OF MODIFICATION: HUBBARD REALTY OF WINSTON-SALEM, INC. -AND- RAMEY DEVELOPMENT CORPORATION reserve the right to cancel, modify, or change any of the above restrictions by the written consent of HUBBARD REALTY OF WINSTON-SALEM, INC. - AND- RAMEY DEVELOPMENT CORPORATION which written consent shall be duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Davidson County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of HUBBARD REALTY OF WINSTON-SALEM, INC. - AND- RAMEY DEVELOPMENT CORPORATION as HUBBARD REALTY OF WINSTON-SALEM, INC. -AND- RAMEY DEVELOPMENT CORPORATION may deem best for the general plan or scheme of development.

20. APPLICABLE PERIOD: The foregoing covenants, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph 19 herein, for a term of twenty (20) years from the date this Declaration is recorded, at which time said covenants, restrictions and conditions shall be automatically extended for successive periods of two (2) years each unless by a vote of a majority of the then owners of the lots agreeing to change the said covenants in whole or in part.

It is expressly understood and agreed between HUBBARD REALTY OF WINSTON-SALEM, INC. - AND- RAMEY DEVELOPMENT CORPORATION and all subsequent purchasers of lots in the development known as WILLIAMS MEADOW that all conveyances of a lot or lots in said development are made subject to the foregoing covenants, conditions and restrictions, and that they are for the

protection and general welfare of the development and shall be covenants running with the land and binding upon all parties purchasing lots in said development and their heirs, successors, assigns, administrators or executors.

21. ADDITIONAL PROVISIONS: No captions or title in this Declaration of Restrictive Covenants shall be considered in the interpretation of any of the provisions hereof.

In case of conflict between any of the foregoing provisions and any Zoning Ordinances (or exceptions hereto which may lawfully be made by the Zoning Board of Adjustment) of laws which may be in effect, or which may hereafter be enacted, such Zoning Ordinances or laws shall control.

Invalidation of any one of these covenants, restrictions and conditions by judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, HUBBARD REALTY OF WINSTON-SALEM, INC AND RAMEY DEVELOPMENT CORPORATION have hereunto set their hands and seals, this the 5th day of December, 1995.


HUBBARD REALTY OF WINSTON-SALEM, INC.

BY: Lewis E. Hubbard
LEWIS E. HUBBARD, PRESIDENT


Emma B. Hubbard
EMMA B. HUBBARD, SECRETARY

RAMEY DEVELOPMENT CORPORATION

C.J. Ramey (SEAL)
C.J. RAMEY, PRESIDENT


Kimberly R. Hicks
KIMBERLY R. HICKS, SECRETARY