

NORTH CAROLINA

220

183

TRANSYLVANIA COUNTY

DECLARATION OF COVENANTS

THIS DECLARATION, made this 14<sup>th</sup> day of October, 1976, by ROBIN HOOD, INC., a North Carolina corporation, hereinafter called Developer,

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit A annexed hereto and made a part hereof, together with the streets and roadways named and set forth in said exhibit, and desires to provide for the maintenance of said roadways for the benefit of the community known as Sherwood Forest and its residents; and

WHEREAS, Developer has deemed it desirable for the purpose of road maintenance and other purposes, including the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering community properties and facilities; and

WHEREAS, the Developer has incorporated under the laws of the State of North Carolina the Sherwood Forest Homeowners Association as a non-profit corporation for the purpose of exercising road maintenance functions and such other functions as the Association may desire to undertake pursuant to its Charter.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit A and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth:

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, and conveyed, and occupied subject to this Declaration is all that real property located in Transylvania County, North Carolina, as more particularly described in Exhibit A annexed hereto and made a part hereof.

Section 2. Additions to Existing Property. Additional properties may become subject to this Declaration in either of the following manners:

(a) By the Developer. The Developer, its successors and assigns, shall have the right but shall not be obligated to bring within the scheme of this Declaration

11577

additional properties in future stages of development which are portions of those lands illustrated in Exhibit B or which are contiguous to the land illustrated in Exhibit B.

(b) By the Owners. Pursuant to a majority of votes of the owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose, subject to the written approval of the Developer and the Association.

Any addition authorized under sub-section (a) or (b) above shall be made by the filing of records in the Transylvania County, N. C. Registry of an amended declaration of covenants and restrictions and by filing with the Association a General Plan of Development for the proposed additions. Unless otherwise stated therein, such General Plan of Development shall not bind the Developer, its successors and assigns, to make the proposed additions.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every owner shall automatically become a member of the Association as of the date of closing of title to a lot or the date of commencement of occupancy, whichever occurs first. Membership shall terminate for an owner and his family upon the sale or foreclosure of his lot. There shall be two classes of membership:

Class A. Class A members shall be all lot owners and shall be entitled to one vote for each improved lot owned. Owners of unimproved lots shall be entitled to a fractional vote equal to the percentage of the street assessment paid by owners of unimproved lots as same relates to the road assessment paid by owners of improved lots as said assessment is set from time to time by the board of directors of this Association. The definition of an improved lot is one upon which a residence is situate and an unimproved lot is one upon which no residence is situate.

Class B. Class B member shall be the Developer, its successors and assigns, who shall have one vote. The Class B membership shall cease upon written notice to the Association.

When more than one person holds an interest or interests in any lot, the vote for such lot shall be exercised as they, among themselves, determine.

Section 3. Board of Directors. Any rights or powers of the Association reserved hereby or otherwise authorized may be exercised by the Board except to the extent to which such rights are reserved to the Members as provided herein. In case of

a conflict between this Declaration and the By-Laws, Articles of Incorporation, or other document, this Declaration shall control.

The Board shall consist of five (5) directors, four of whom shall be lot owners and the fifth the developer as long as there is a Class B membership. Two (2) of the initial lot owner directors shall serve for a term of one (1) year only with the other two (2) lot owner directors serving for a term of two (2) years. Thereafter, the terms of the lot owner directors shall be for a period of two (2) years on a staggered term basis. In the event of resignation or other vacancy in the office of any director prior to the termination of his term, the Board shall appoint a replacement who shall be a lot owner.

### ARTICLE III

#### ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** The Developer herein covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association regular assessments or charges for road maintenance as necessary for each lot owned, such assessment to be established and collected as hereinafter provided. The road maintenance assessment, together with interest and cost of collection, shall be a charge on the land and shall be a continuing lien upon the lot upon which such assessment is made. Each such assessment for road maintenance, together with interest and cost of collection, shall also be the personal obligation of the owner at the time when the assessment fell due.

To the extent the Developer owns lots which have been platted and serviced by utilities and are ready for sale, such lots shall be assessed for road maintenance as herein provided.

**Section 2. Purpose of Assessment.** The assessments levied by the Association shall be used exclusively for road maintenance which shall include providing for road security by maintaining a guard system at the entrance to the community.

**Section 3. Assessment.** As of this date, the maximum monthly assessment for each lot upon which no improvements have been completed shall be \$25.00 and for each lot upon which improvements have been completed \$75.00 payable on an annual basis in advance as of the date of closing of title to a lot and on the anniversary of such closing date thereafter.

The Board of Directors shall have the duty to fix an annual road maintenance assessment prior to December 31st of each year.

Section 4. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date, may, upon resolution of the Board, bear interest from the due date at the highest legal interest rate, to be set by the Board for each assessment period. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, including reasonable attorney fees.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

#### ARTICLE IV

##### GENERAL PROVISIONS

Section 1. Right of Developer or Association to Amend to Achieve Tax-Exempt Status. The Developer, with the approval of a majority of the Board, may amend the Declaration as may be necessary, in its opinion, to qualify the Association or the properties, or any portion thereof, for tax-exempt status. Such amendment shall become effective upon the date of its recordation in the Transylvania County, N. C. Registry. Nothing herein shall affect the Developer's right to establish, from time to time, appropriate protective covenants governing the use of lots and the size and location of units thereon.

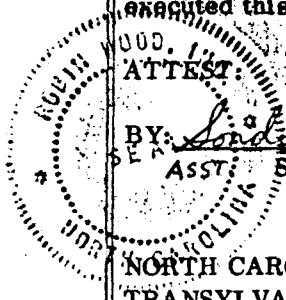
Section 2. Enforcement. The Association, any owner, or the Developer, shall have the right to enforce, by a proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE V

The Developer reserves the right to file in the Office of the Register of Deeds for Transylvania County, North Carolina supplemental declarations of covenants and restrictions. It is understood and agreed that this Declaration may be amended by the Developer with the approval of the Board of Directors of the Sherwood Forest Homeowners Association.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has

executed this instrument on this the 14<sup>th</sup> day of October, 1976.

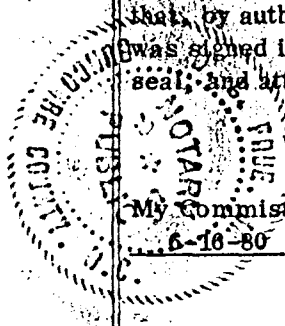


ATTEST:  
BY: Sondra D. Pettit  
ASST. SECRETARY

ROBIN HOOD, INC.  
BY: Alton W. Dehn  
VICE PRESIDENT

NORTH CAROLINA  
TRANSYLVANIA COUNTY

I, a Notary Public of said State and Buncombe County, certify that Sondra D. Pettit personally came before me this day and acknowledged that she is Assistant Secretary of ROBIN HOOD, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by her self as its Assistant Secretary.



WITNESS my hand and Notarial Seal, this 14th day of October 1976.

My Commission Expires:  
6-16-80

[Signature]  
NOTARY PUBLIC

STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA.

The foregoing certificate of W.C. FRUE, JR.

Notar(y) (ies) Public is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 220, page 183.  
This 15 day of OCT. 1976, at 1:30 o'clock, P. M.

W.C. Frue, Jr.  
Register of Deeds

By: \_\_\_\_\_  
Deputy Register of Deeds

ATTACHMENT TO THE  
ARTICLES OF INCORPORATION  
OF THE  
SHERWOOD FOREST HOMEOWNERS ASSOCIATION

1. Being the unsold lots within the section of Sherwood Forest known as the upper part of Sherwood Ridge and being Lots 17 through 26 as shown on said plat by P. R. Raxter, Registered Land Surveyor, said plat being dated April, 1974.
2. Being the unsold lots within the section of Sherwood Forest known as the lower part of Sherwood Ridge, said lots on said plat being numbered 1 through 16, plus an additional lot also designated as Lot 1 at the Northeast corner of said Section, said plat being by Clarence Redden, Registered Land Surveyor, dated October 1, 1963.
3. Being the unsold lots within that section of Sherwood Forest known as Sherwood Terrace containing thirty (30) lots, saving and excepting therefrom Lots 1 through 15 as shown on said plat, said plat being by Clarence Redden, Registered Land Surveyor, and dated March 5, 1963.
4. Being the unsold lots as shown on a plat of Sherwood Forest known as a part of Sherwood Estates surveyed by P. R. Raxter, Registered Land Surveyor, showing lots A-15 through A-23 and EE-1 through EE-26, said plat being revised September, 1975. Saving and excepting from said plat Lots EE-19 through EE-25, and that area bounded by the West lines of Lots EE-19 and EE-20, the Southwestern line of EE-21, the Southeastern line of EE-22, the Southeastern line of EE-23, and the Southeastern line of EE-26, as shown on said plat, reference to which is hereby made for further purposes of description.
5. Being that section of Sherwood Forest, Sherwood Estates, containing Lots F-1 through F-44 and G-1 through G-12; Lot R-4 and Lots L-0 and Lots L-1 through L-14.
6. Being the unsold lots as shown on that section of Sherwood Forest known as Sherwood Lakes, Section A, containing Lots A-1 through A-38, said section being platted by Clarence Redden, Registered Land Surveyor, and dated April 22, 1963.
7. Being the unsold lots within that section of Sherwood Forest known as Section B of Sherwood Lakes containing Lots B-1 through B-43, said plat being by Clarence Redden, Registered Land Surveyor, and dated November 21, 1962.
8. Being the unsold lots of that section of Sherwood Forest known as Section C of Sherwood Lakes containing Lots C-1 through C-21, said plat being by Clarence Redden, Registered Land Surveyor, and dated November 23, 1962.
9. Being the unsold lots as shown on a plat of Sherwood Forest known as Sherwood Lakes, said plat containing Lots 22 through 37 of Section C, Lots 1 through 9 of Section C, and Lots 2, 4 and 5 of Section D, said plat being by P. R. Raxter, Registered Land Surveyor, and dated February, 1971 as revised in April, 1974.
10. Being the unsold lots within that section of Sherwood Forest known as Section D within Sherwood Lakes containing Lots D-1 through D-32, as shown on a plat by Clarence Redden, Registered Land Surveyor and dated December 21, 1962.
11. Being the unsold lots within that section of Sherwood Forest known as Section E within Sherwood Lakes containing Lots E-1 through E-15, as shown on a plat by Clarence Redden, Registered Land Surveyor, and dated April 27, 1963.
12. Being the unsold lots within that section of Sherwood Forest known as Sherwood Lakes and containing in Section F Lots 7, 8, 11, 13, 15, 16, 18, 19, and 20, and in Section E, Lots 13, 12, 11, 9, and 8, as shown on a plat by P. R. Raxter, Registered Land Surveyor, and dated June, 1972 as revised in April, 1974 and February 1974.

13. Being the unsold lots within Sherwood Forest known as Section K of Sherwood Lakes containing Lots 1 through 17, as shown on a survey by P. R. Raxter Registered Land Surveyor, dated April 17, 18, and 19, 1972, said plat being in two sheets, designated Sheet 1 and Sheet 2.

14. Being the unsold lots within Sherwood Forest known as the Sections H, I, and J of Sherwood Lakes and containing Lots H-1 through H-13, Lots I-1 through I-13, and Lots J-1 through J-16, as shown on a plat by P. R. Raxter, Registered Land Surveyor, and dated December, 1974.

EXHIBIT "B"

All of those certain tracts or parcels of land owned by Robin Hood, Inc. and adjacent to the properties described in Exhibit "A" above, with the exception of those certain tracts or parcels of land acquired by Robin Hood, Inc. from Shawver Realty Company as same appears of record in the Transylvania County, North Carolina Registry.