

STATE OF NORTH CAROLINA,

TRANSYLVANIA COUNTY.

This Deed Prepared by

RAMSEY, WHITE & PETERSON

Copyright 1970—Transylvania  
County Bar Association

O.K. R. Hipp  
1-23-73

This Deed Made this 15th day of January 1973, A.D. 1973  
by ROBIN HOOD, INC. 329

A corporation organized and existing under and by virtue of the laws of the State of North Carolina with its principal office located at Cedar Mountain of the County of Transylvania State of North Carolina, grantor, and GEORGE I. FRANCIS and wife, ERCEL B. FRANCIS grantees (singular or plural)

WITNESSETH, That the said party of the first part, in consideration of Ten Dollars (\$10.00) to it paid by the grantees, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents, doth grant, bargain, sell and convey unto the said grantees the following land, situate, lying and being in Dunns Rock Township, Transylvania County, State of North Carolina and more particularly described as follows:

BEGINNING on a stake located in the center of Cardinal Road, the Easternmost corner of that certain tract conveyed to Carl W. Swanson this date by Robin Hood, Inc. and running thence with the center of Cardinal Road, N. 29 deg. E. 75 ft. to a stake, the Easternmost corner of Lot 10, Section "D", of Sherwood Forest Subdivision, and corner of Francis; thence with Francis' Southwestern corner, N. 39 deg. 27 min. W. 230 ft. to a stake, common corner of Lots 10 and 11, of Section "D"; thence with the Northwestern boundary of Lot No. 10, S. 29 deg. W. 75 ft. to a stake, corner of Swanson; thence with Swanson's Northeastern boundary, S. 39 deg. 27 min. E. 230 ft. to the stake and point of BEGINNING.

BEING the Northern three-fourths (3/4) of Lot No. 10, Section "D" of SHERWOOD FOREST SUBDIVISION, as surveyed and platted by Clarence Redden on an unrecorded Plat dated December 21, 1962.

In addition, there is herein conveyed unto Grantees, their heirs and assigns, a joint easement of right-of-way over Cardinal Road from the property herein described to the public road, said easement of right-of-way to include any other access roads which might lead from the Cardinal Road above mentioned to the public road, together with the right of ingress, and egress over and across the said roadway for the purpose of repairing and maintaining the said roads for the purpose of obtaining access to the property herein described.

In addition, there is herein conveyed unto Grantees, their heirs and assigns, the right to obtain water from a water system operated by Grantor with the understanding that Grantees their heirs and assigns, will pay a reasonable fee for the services rendered by Grantor in establishing, maintaining and repairing water lines, pipes and well with which to supply the said water.

The foregoing tract of land is conveyed subject to the Restrictive and Protective Covenants hereto attached.

0119

TRANSYLVANIA COUNTY 013374 STATE OF NORTH CAROLINA JAN 19 1973 RB. 10701 Real Estate Excise Tax 04.00

## Audubon Colony - Sherwood Forest

RESTRICTIONS, LIMITATIONS AND COVENANTS

1. Lots in Sherwood Forest designated as Sherwood Ridge, Sherwood Estates, Sherwood Terrace, and Sherwood Lakes shall be used only for residential purposes.
2. All prospective purchasers of improved or unimproved property must be approved in writing by the Grantor and a resident committee.
3. The said lots herein described shall not at any time be subdivided nor sold, except as whole, but this restriction shall not prevent the Grantor, his heirs, legal representatives, successors or assigns, from conveying any part of the adjoining real estate (lots) to the Grantee, if owned by the Grantor.
4. All lots with lake frontage extend to within 5 feet of the high water line with easement for access and dock construction not more than 25 ft. into the lake, unless variance is allowed by the Grantor.
5. No boat house or buildings other than docks shall be erected in front of any of the lots fronting the lakes.
6. No gasoline-powered boats, equipment, etc. shall be permitted on any body of water; or no trail bikes, motor bikes, snowmobiles, etc. shall be permitted on the private roads in Sherwood Forest without the consent in writing of the Grantor herein.
7. All residential buildings shall have minimum habitable square footage areas, exclusive of unfinished basements, as shown below except lots #1 through #6 and lot #22, Section A. of Sherwood Lakes, which are covered in previously recorded restrictions:
  - Sherwood Ridge - 900 sq. ft.
  - Sherwood Estates - 1000 sq. ft.
  - Sherwood Terrace - 1200 sq. ft.
  - Sherwood Lakes - 900 sq. ft., except as noted below:
    - Lots with lake frontage - 1000 sq. ft.
    - Lots A1-A6 inc., A24-A32 inc. - 1800 sq. ft.
    - except in multiple use of one or more lots.
8. No tents, trailers, mobile homes or temporary buildings shall be erected or permitted on any one lot or combination of lots and no parking or storing of any materials, matter or objects, including vehicles, shall be permitted on any lot, without the written consent of the Grantor, its successors or assigns.
9. Only one one-family residence shall be erected on any one of the residents lots herein described. No other buildings or sheds are permitted to be built or moved onto any lot without the written consent of the Grantor, its successors or assigns.
10. The plans and specifications of all buildings to be erected on the land herein conveyed and the plot plan shall be submitted in advance to the Grantor and its approval thereof obtained in writing before any work on said building shall begin.
11. All proposed fencing must have the written consent of the Grantor its successors or assigns.
12. No building shall be constructed on these lots unless the front line of such building shall be at least 50 feet removed from the property line upon which it fronts (and in the event the property hereby conveyed is lake front property, no building shall be constructed less than 50 feet from the high water mark) and at least 10 feet from the side lines of the lot or lots upon which same is constructed and 25 feet from the rear, meaning thereby that portion of the lot

farthest away from the street line (except on lake front lots). Variances to the requirements specified above may be allowed by the Grantor, if warranted. The Grantor, its successors or assigns, reserves the right to enter on said plot for the purpose of erecting, installing, building, examining, maintaining, or repairing all pipes or wires on said plot and hereby reserves the right to establish easements into or through said plots for the purposes of water supply, gas drainage, power and telephone wires.

13. There shall not be placed or maintained upon said premises any livestock or fowl or any business whatsoever without the consent in writing of the said Grantor, nor shall any nuisance be permitted on said property.

14. All sewage shall be taken care of by a private septic tank and drain fields installed by the Grantee, his heirs or assigns, in accordance with State and County codes. Lake front lots shall have septic tanks and drain fields also installed a minimum of 75 feet from the high water level at the lake edge, or stream edge if the lot borders a stream and 100 ft. from a spring or a well for public water supply.

15. All garbage, trash and refuse shall be disposed of at local or community facilities. Burning of refuse or garbage prohibited.

16. The Grantor reserves the right to regulate all uses of all lakes in Sherwood Forest.

17. The restrictions, limitations and covenants provided for herein shall be real and run with the land and be included in all future contracts and deeds until the year 2013 except that the right-of-way for pipes, wires, etc., and the right to establish easements into or through said plots for the purposes of water supply drainage, power, gas and telephone wires as mentioned in clause No. 12 will not then terminate, but shall continue by and at the pleasure of the Grantor, its successors and assigns.

18. In case the Grantee, his heirs, legal representatives, successors or assigns shall violate or fail to carry out any or all of the stipulated conditions herein, proceedings to force compliance therewith by injunction or other suit or otherwise may be brought, at the option of the Grantor. Any owner of other lots bought under the same conditions may proceed similarly. No failure or omission to bring such suit or take such other proceedings as may be deemed necessary shall be held to be a waiver of any right in the Grantor or any lot owner to enforce compliance with the conditions.

19. The Grantor expressly reserves the right for itself, its successors and assigns, to release by sealed instrument any of the restrictions, limitations and covenants herein contained in respect to any one or more of the lots. The release of such restrictions, limitations and covenants in respect to one or more of the lots shall not be effective to release, alter or modify any restrictions, limitations and covenants imposed on other lots.

20. The terms "Grantee", "Grantor", Owner, lot, etc., as used herein shall be construed to include the plural wherever appropriate and that said party of the first part does hereby fully warrant the title of said land and will defend the same against lawful claims of all persons whomsoever.

21. If the Grantee or subsequent owners of said land decides to sell or dispose of the same to a third party or parties, the Grantor reserves the right to purchase the same from the Grantee or such subsequent owners. Before the land is sold or disposed of to a third party or parties a written offer of sale must first be made to the Grantor, who shall then have 15 days after receipt thereof within which to decide whether the Grantor will or will not purchase said

land and improvements. If such option is exercised by the Grantor, then the Grantor shall, within such 15 day period, give written notice thereof by U. S. Registered Mail, postage prepaid, to the Grantee or the then owners of said land, and within the next succeeding 15 days the Grantor shall tender the purchase price of said land and a generally warranty deed, free of all encumbrances, shall be executed by the Grantee or the then owners of said land to the Grantor in exchange for payment of said purchase price. If the Grantor does not exercise such option within such 15 day period, or does not pay the purchase price within the succeeding 15 day period, and if deed and title as above are available to the Grantor, then the Grantee or then owners of said land shall dispose of the same as they may determine, subject, however, to the other conditions of this deed. If said land be then improved or unimproved, the purchase price to be paid by the Grantor shall be the lowest price acceptable to the Grantee, or subsequent owners of said land, at such time as they desire to sell or offer to sell the property. Customary pro-rations of real estate taxes shall be made in the event of such sale back to the Grantor.

22. If the Grantor does not exercise the option stated in Covenant 21 and the Grantee still desires to dispose of said land by sale, the Grantor reserves the exclusive right of sale for a period extending six (6) months from the date of receiving a written statement from the Grantee expressing his desire to list said property for sale. The selling commission shall be that percentage as set by the realty board of Transylvania County.

23. It is a part of the restrictions, limitations and covenants to be included in the title of this property and as of 1966, a basic charge of \$50.00 per year per single lot with or without house or a prorata of the single lot charge shall be assessed against the prorata portion of the abutting or adjoining lot. If said lot, lots or portions of lots stated in the description of the attached deed, is purchased within the first six calendar months of the year, the road maintenance fee for the purchase year shall be the normal one year rate for the lot, lots or portions of lots. If the property is purchased in the last six months of the year, the road maintenance fee shall be for one half year. This charge is to be paid toward the maintenance of the semi-private roads. The stated sum of \$50.00 will be adjusted to the increasing cost of the purchase and the maintaining of the materials and operator's insurance, etc. It will, therefore, be necessary from time to time to adjust the road maintenance assessment in keeping with the increasing cost. It will be recognized that the hard surfacing and paving of certain roads necessitated the borrowing of capital on which interest is paid and the road maintenance charge will be applied to interest as well as construction and maintenance of the roads within Sherwood Forest.

24. The Grantors will be the exclusive rental agents for all properties for a commission and service charge paid to the Grantors as rental agents. The rate of said charge to be set by the Grantors.

25. To secure the environmental future, no trees with a diameter larger than 6 inches may be cut on any lot a distance more than 25 feet from a dwelling without the written consent of the Grantors or their assigns.

Taxes for this year shall be 199 333  
Being the same land described in \_\_\_\_\_

TO HAVE AND TO HOLD, the aforesaid land and all privileges and appurtenances thereto, belonging, to the said grantors, their heirs and/or successors and assigns forever.

And the said grantor for itself, its successors and assigns, covenants with the said grantees, their heirs and assigns, that it is seized of said premises in fee, and has the right to convey the same in fee simple, that the same are free and clear from all incumbrances, and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said grantor has caused these presents to be signed in its name by its President, and its corporate seal to be hereto affixed and attested by its secretary this day and year first above written.

Attest: Sondra D. Pettit Secretary BY: Gerald T. Pettit President  
ROBIN HOOD, INC.

STATE OF NORTH CAROLINA \_\_\_\_\_, \_\_\_\_\_ TRANSYLVANIA \_\_\_\_\_ County

This 15th day of January, A.D., 19 73, personally came before me, \_\_\_\_\_

Lynn R. McKelvin, a notary public, SONDRA D. PETTIT who, being by me duly sworn, says that he knows the Common Seal of ROBIN HOOD, INC.

and is acquainted with GERALD T. PETTIT who is the Vice- President of said Corporation, and that he, the said SONDRA D. PETTIT, is the \_\_\_\_\_ Secretary of the said Corporation,

and saw the said Vice- President sign the foregoing instrument, and saw the said Common Seal of said Corporation affixed to said instrument by said Vice- President, and that he, the said Secretary, signed his name in attestation of the execution of said instrument in the presence of said Vice- President of said Corporation, as the act and deed of said Corporation.

Witness my hand and notarial seal, this the 15th day of January, A.D., 19 73  
My commission expires February 7, 1977 Lynn R. McKelvin Notary Public.

STATE OF \_\_\_\_\_, \_\_\_\_\_ County.

This \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_, personally came before me, \_\_\_\_\_, a notary public, \_\_\_\_\_ who, being by me

duly sworn, says that he is \_\_\_\_\_ President of the \_\_\_\_\_ and that the seal affixed to the foregoing instrument in writing is its Corporate Seal, and that said writing was signed and sealed by him in behalf of said Corporation by its authority duly given. And the said \_\_\_\_\_ President acknowledged the said writing to be the act and deed of said Corporation.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_.  
My commission expires \_\_\_\_\_ Notary Public

STATE OF NORTH CAROLINA \_\_\_\_\_ TRANSYLVANIA \_\_\_\_\_ COUNTY.

The foregoing certificate of Lynn R. McKelvin

is certified to be correct. This instrument was presented for registration this 19 day of January, 19 73, at 10:00 AM, P.M., and duly recorded in the office of the Register of Deeds of Transylvania County, North Carolina, in Book 199 Page 319. This 19 day of January, A.D., 19 73.

Fred H. Usual By \_\_\_\_\_  
Register of Deeds Assistant - Deputy Register of Deeds

Corporation Seal  
FROM  
ROBIN HOOD, INC.  
TO  
GEORGE I. FRANCIS and wife,  
ERCEL B. FRANCIS

X

14.00

OK. L. R. Hipp  
10/33/70

1/2 acre

186 642

STATE OF NORTH CAROLINA CORPORATION DEED  
COUNTY OF TRANSYLVANIA

THIS DEED, made this 16th day of October, 1970, by and between ROBIN HOOD, INC., a Corporation organized and existing under and by virtue of the laws of the State of North Carolina, Party of the first part; to GEORGE I. FRANCIS and wife, ERCEL B. FRANCIS, Parties of the second part;

WITNESSETH:

THAT the said Party of the first part, in consideration of the sum of \$10.00 to it paid by Parties of the second part, receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto the said Parties of the second part, their heirs and assigns, all that certain Lot, lying and being in Dunns Rock Township, Transylvania County, North Carolina, and more particularly described as follows:

BEGINNING at a stake located in the center of Cardinal Road, said stake being one of the front corners of Lot No. 21D, of New Lakes Section of Sherwood Forest Subdivision, and running thence from said iron pipe, N. 39 deg. 30 min. W. 230 ft. to an iron pipe, Westernmost corner of Lot No. 12D; thence S. 25 deg. 30 min. W. 98 ft. to a stake, Northernmost corner of Lot No. 10D; thence with the Eastern boundary of Lot No. 10D, S. 39 deg. 27 min. E. 230 ft. to a stake in the center of Cardinal Road; thence with the center of Cardinal Road, and the Northern boundary of Lot No. 22D and 21D, N. 26 deg. E. 100 ft. to the point of BEGINNING.

BEING ALL of Lot No. 11D, of SHERWOOD FOREST SUBDIVISION, as surveyed and platted by Clarence Redden on December 21, 1962, said Plat being unrecorded.

In addition, there is herein conveyed unto Grantees, their heirs and assigns, a joint easement of right-of-way over Cardinal Road from the property herein described to the public road, said easement of right-of-way to include any other access roads which might lead from Cardinal Road to the public road, together with the right of ingress and egress over and across the said roadway for the purpose of repairing and maintaining the said roads for the purpose of obtaining access to the property herein described.

In addition, there is herein conveyed unto Grantees, their heirs and assigns, the right to obtain water from a water system operated by Party of the first part with the understanding that Grantees their heirs and assigns, will pay a reasonable fee for the services rendered by Grantor in establishing, maintaining and repairing water lines, pipes and well with which to supply the said water.

Real Estate  
FISCAL  
104.00  
PB. 10701  
STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA  
679010

STATE OF NORTH CAROLINA,

TRANSYLVANIA

COUNTY.

This Deed Prepared by

RAMSEY & WHITE

233

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County Bar Association

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Me. R. R. Hupp  
7. 29. 71

This Deed Made this 15th day of July, A.D. 1971  
by ROBIN HOOD, INC.

A corporation organized and existing under and by virtue of the laws of the State of North Carolina with its principal office located at Cedar Mountain of the County of Transylvania State of North Carolina, grantor, and GEORGE I. FRANCIS and wife, ERCEL B. FRANCIS grantees (singular or plural)

WITNESSETH, That the said party of the first part, in consideration of Ten Dollars (\$10.00) to it paid by the grantees, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents, doth grant, bargain, sell and convey unto the said grantees the following land, situate, lying and being in Dunns Rock Township, Transylvania County, State of North Carolina and more particularly described as follows:

BEGINNING on a stake in the center of Cardinal Road, the Southwestern corner of that tract conveyed this date to Joseph C. Kenoyer and wife, and runs with the center of Cardinal Road, S. 20 deg. W. 50 ft. to a stake, Easternmost corner of Lot No. 11, Section D; thence with the Eastern boundary of Lot No. 11, Section D, N. 39 deg. 30 min. W. 230 ft. to a stake; thence N. 25 deg. 30 min. E. 62.5 ft. to a stake, Westernmost corner of Kenoyer; thence with Kenoyer's Western boundary, S. 36 deg. 30 min. E. 230 ft. to a stake in the center of Cardinal Road, and point of BEGINNING.

BEING the Western one-half of Lot No. 12, Section D., of SHERWOOD FOREST as surveyed and platted by Clarence Redden, on an unrecorded Plat dated December 21, 1962.

In addition, there is herein conveyed unto Grantees, their heirs and assigns, a joint easement of right-of-way over Cardinal Road from the property herein described to the public road, said easement of right-of-way to include any other access roads which might lead from Cardinal Road to the public road, together with the right of ingress and egress over and across the said roadway for the purpose of repairing and maintaining the said roads for the purpose of obtaining access to the property herein described.

In addition, there is herein conveyed unto Grantees, their heirs and assigns, the right to obtain water from a water system operated by Grantor with the understanding that Grantees their heirs and assigns, will pay a reasonable fee for the services rendered by Grantor in establishing, maintaining and repairing water lines, pipes and well with which to supply the said water.

The foregoing tract of land is conveyed subject to the Restrictive and Protective Covenants hereto attached.

TRANSYLVANIA COUNTY 011406 STATE OF NORTH CAROLINA JUL 26 71 Real Estate Excise Tax 02.50