

FORSYTH CO, NC 221 FEE: \$ 17.00
PRESENTED & RECORDED: 09/11/2003 3:29PM
DICKIE C. WOOD REGISTER OF DEEDS BY: THOMAS
BK 2401 P 1318 - P 1319

Hubbard Box
NORTH CAROLINA

FORSYTH COUNTY

**DECLARATION OF
COVENANTS, CONDITIONS,
AND RESTRICTIONS
CAMELOT at SHERWOOD
FOREST (PHASE II, PART OF
SHERWOOD FOREST -
SECTION 15)**

KNOW ALL MEN BY THESE PRESENTS, that **THE SHERWOOD COMPANY**, a North Carolina General Partnership with its principal office in Winston-Salem, North Carolina, hereinafter referred to as the "Developer", does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the numbered lots shown on the plat of **CAMELOT at SHERWOOD FOREST, (PHASE II, PART OF SHERWOOD FOREST - SECTION 15)**, as recorded in Plat Book 46, at Page 22 in the office of the Register of Deeds of Forsyth County, North Carolina, that said property is hereby subjected to the following:

1. The Declaration of Covenants, Conditions and Restrictions which have heretofore been recorded in Deed Book 2116, Page 4157 in the Office of the Register of Deeds of Forsyth County, North Carolina and any subsequent amendments thereto; and,
2. The Declaration of Covenants, Conditions and Restrictions for Camelot at Sherwood Forest (part of Sherwood Forest, Section 15) recorded in Deed Book 1666 at Page 2598, in the Office of the Register of Deeds of Forsyth County, North Carolina, and any subsequent amendments thereto,

IN TESTIMONY WHEREOF, The Sherwood Company., has caused this document to be signed in its partnership name by its duly authorized general partner, this the 5th day of September 2003

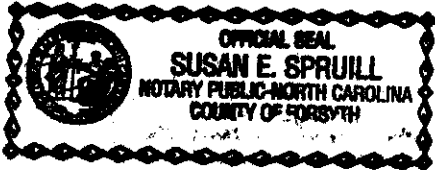
THE SHERWOOD COMPANY,
By: BRH, INC., General Partner

BY: *Bruce R. Hubbard*
President

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

I, *Susan E. Spruill* a Notary Public of *Forsyth* County, NC do hereby certify that *Bruce R. Hubbard* personally came before me this day and acknowledged that he is _____ President of BRH, INC., a North Carolina corporation which is a General Partner of The Sherwood Company, and that he, as _____ President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and notarial seal or stamp this the *5th* day of *September* 200*3*.



Susan E. Spruill
Notary Public

My Commission Expires: *9-24-05*

NORTH CAROLINA - FORSYTH COUNTY

The foregoing (or annexed) certificate of *Susan E. Spruill* is certified to be correct this the *11* day of *Sept*, 200*3*.

Probate and filing fee \$ _____ paid.

DICKIE C. WOOD, REGISTER OF DEEDS

Dickie C. Wood, Register of Deeds

D. Wood
Deputy/Assistant

DRAFTED BY: Richard E. Glaze

117

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

STATE OF NORTH CAROLINA)
) **DECLARATION OF COVENANTS,**
) **CONDITIONS AND RESTRICTIONS FOR**
COUNTY OF FORSYTH) **CAMELOT AT SHERWOOD FOREST**
) **(PART OF SHERWOOD FOREST SECTION 15)**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants, Conditions and Restrictions, is made and entered into this 5th day of May, 19 89, by THE SHERWOOD CO., A North Carolina General Partnership, with principal office in Winston-Salem, North Carolina, (hereinafter referred to as Sherwood).

W I T N E S S E T H:

Sherwood is the owner of certain real property in Winston-Salem, Forsyth County, North Carolina which is a portion of the land delineated in a special use permit granted by the Board of Alderman of the City of Winston-Salem on December 4, 1978 in the zoning petition of W. Bryan White and wife, (Zoning Docket W-675); and which property (the "Property") is described on Exhibit "A" attached hereto.

The land composing the planned unit development is subject to declaration of covenants, conditions and restrictions recorded in Book 1298 at Page 825 in the Office of the Register of Deeds of Forsyth County, North Carolina which declaration was amended and restated by document appearing of record in Book 1316 at Page 1220, and subsequently amended in documents appearing in Book 1326 at Page 00001 and Book 1351 at Page 1572, (cumulatively, the "Declaration"). The Declaration permits further amendment in accordance with its terms. Sherwood, having received requisite permission from the Association, intends to amend the Declaration by issuing this Declaration of Restrictive and Protective Covenants (the "Covenants").

Sherwood intends to develop the Property, as permitted by the special use permit, as an exclusive, single family residential subdivision, and to further its purposes and to benefit all owners and residents of lots or parcels within the Property Sherwood desires to subject the Property to this Declaration of Covenants, Conditions and Restrictions intended to promote the uniformity of design, the general welfare, and the harmony and cooperation of all current and future owners of the land and improvements within the Property.

BOOK 1666P2598

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, Sherwood, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of all the lands included in said plat of CAMELOT at SHERWOOD FOREST (Part of Sherwood Forest Section 15), and does hereby place upon said land the following covenants, conditions and restrictions, to run with the title to said land, and the grantees of any deed or other instrument conveying any lot or lots, parcels, or tracts shown on said plat or any parts or portions thereof shall be deemed, by the acceptance of such deed, to have agreed to all such covenants and restrictions and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions, to-wit:

1. Definitions. The following words when used in this Declaration or any amended or supplemental Declaration (unless the context shall require otherwise) shall have the following meanings:

(a) "Lot" or "Lots" shall mean and refer to the numbered lots as shown on said plat.

(b) "Property", "Said Property", and "Subject Property", shall mean and refer to all the land shown on said plat.

(c) Sherwood shall mean and refer to the Sherwood Co.

(d) "Living Area" shall mean and refer to those heated and/or air conditioned areas within a Living Unit which shall not include garages, carports, porches, patios, storage areas, breezeways, terraces, or unfinished basements.

(e) "Living Unit" shall mean and refer to any building situated upon any Lot, which is designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but notwithstanding any applicable theory of any lien or mortgage law, shall not mean or refer to any mortgagee or trust beneficiary unless and until such mortgagee or trust beneficiary has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2. Covenants, Conditions and Restrictions.

(a) No Lot shall be used except for residential purposes, and no building of any type shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, including a garage and any other appurtenances customary to a single-family dwelling, houses, which shall comply with any applicable zoning regulations. Moreover, no Lot shall be used for access to any adjoining Lot or other property. When construction of any building, structure, improvement, or addition has once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof.

(b) Any Living Unit shall comply with all applicable building, plumbing, electrical and other governmental codes.

(c) No Lot or Lots shall be subdivided by anyone other than Sherwood, except that two adjacent owners may subdivide a lot between them, but only one residence shall be built on the combined original lot and the subdivided portion of any lot.

(d) All utility lines of every type, including, but not limited to, water, electricity, telephone, sewage and television cable,s running from the main trunk line or service location to any Living Unit must be underground.

(e) Sherwood reserves unto itself, and its successors and assigns, a perpetual alienable and releasable easement and right on, across, over and under the ground to erect, maintain, replace and use water, sewer, electric and telephone systems wires, cables, and conduits for the purpose of bringing public services to the property, within (i) twenty (20) feet of each Lot line fronting on a street, (ii) ten (10) feet along the said lines of each Lot, (iii) ten (10) feet along the rear line of each Lot, (iv) the rights of way of any street or road shown on any recorded plat(s) of the property. The easements and rights created hereby expressly include the right to cut any trees, bushes or shrubbery, take or add any soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation or to maintain reasonable standards of health, safety and appearance.

(f) In no event shall any Living Unit contain less than 3,500 square feet of heated living area if the structure is a one-story dwelling; or at least 4,000 square feet of heated living area if the structure shall be in excess of one-story; provided, however, that the minimum heated living area requirements herein referred to shall be exclusive of outside and screen porches,

garages, breezeways, terraces and unheated basement areas. No cement or cinder block may be exposed to any street or adjoining lot. Any and all driveways on a Lot must be paved.

(g) No building shall be placed or erected nearer the front property line than forty-five (45) feet. No building or part of a building other than steps, open porches without roofs, eaves or cornices shall extend nearer to the front property line than the front building lines established herein, except that steps, open porches without roofs, eaves or cornices may extend not more than five (5) feet over the building lines. Every building erected on a Lot shall have two side yards with a total footage of not less than thirty-five (35) feet, and in no case shall the width of either side yard be less than fifteen (15) feet.

(h) Notwithstanding the provisions contained in paragraph 10 below, erection of clothes racks and clothes lines, the maintenance of any exterior garbage cans or incinerators, the storage of boats, campers, and trailers in view of the street shall not be permitted unless stored in a screened enclosure, either man made or natural. Each owner shall provide receptacles for garbage, and all garbage receptacles, tools and equipment for use on the lot of any Owner or otherwise shall be placed in a fenced area, in accordance with reasonable standards, to shield same from general visibility from roads abutting the lots. No fuel tanks or similar storage receptacles may be installed only within the main dwelling house, or on accessory buildings, or buried underground.

(i) Detached garages, servants' quarters and guest houses, swimming pool and tennis court installations, pens, fences, yards and houses for pets, above-ground storage of construction materials, wood, coal, oil, and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, tool shops and work shops, and any other structures shall only be permitted between a line parallel with the front of the main structure and the back property line; provided, however, no permanent structure may be erected nearer than ten (10) feet of any property line.

(j) Any tennis courts and swimming pools must be screened from public view by a screening material and any lighting used to illuminate such facilities must be so shielded as to cast no direct light upon adjacent lots.

(k) Notwithstanding any other provisions contained herein, no utility yard, fence, wall or any type or kind of permanent structure shall be erected, allowed or placed within any of the areas designated on said lot as easements. Any hedge, shrub, tree or other planting placed within any of the areas

designated on said plat as easements shall forthwith be removed by the Lot Owner if and when such Owner is required or requested to do so by Sherwood, its successors and/or assigns.

(l) Notwithstanding any other provisions contained herein, any utility yard, fence, wall, hedge, shrub, tree or other planting or other structure or improvement erected or placed within any of the easement areas reserved or given in these covenants, conditions and restrictions, but not designated as easements on said plat, shall forthwith be removed by the building Lot Owner if and when such Owner is required or requested to do so by Sherwood, its successors and/or assigns.

(m) Except for structures which are permitted by other provisions hereof, no shed, shack, trailer, camper, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any portion of of the property or any Lot. However, this paragraph shall not prevent the use of a temporary constructed shed during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary facilities for workmen during the course of such construction.

(n) No trailer, camper, garage, or any outbuildings of any kind, other than a guest house or servants' quarters, shall at any time be used as a residence either temporarily or permanently.

(o) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any building Lot except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed, and shall not exceed four (4) square feet in size, shall not extend more than four (4) feet above the ground surface of the ground in the front yard, and shall be limited to one (1) sign to a Lot.

(p) No garbage or trash incinerator shall be placed or permitted to remain on a Lot or any part thereof. No leaves, trash, garbage or other similar debris shall be burned except as permitted by the appropriate governmental authority. No garbage, trash, construction debris or other unsightly or offensive materials shall be placed upon any portion of the property, except as is temporary and incidental to the bona fide improvement of any portion of the property.

(q) It is the responsibility of each Owner to prevent any unclean, unsightly, or unkept conditions of the Living Unit on, or grounds of, a Lot of any Owner which shall tend to substantially decrease the beauty of the subdivision as a whole.

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(r) No noxious or offensive activity shall be permitted on upon any portion of the property, nor shall any activity be permitted that may cause any embarrassment, discomfort, annoyance or nuisance to any Owner, or guest thereof, on any portion of the property.

(s) Except as may otherwise be provided herein, no plants, animals, or devise or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other Lots by an Owner, or guests thereof, may be maintained. 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 (i) kept, bred or maintained for any commercial purpose, or (ii) permitted to become a nuisance to the neighborhood. Household pets permitted shall at all times be caged, leashed, or otherwise under control whenever not within the Owner's Lot.

(t) Nothing contained in these covenants, conditions and restrictions shall prevent Sherwood or any person designated by Sherwood from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as Sherwood may deem advisable for development purposes.

(u) Any restriction, covenant or condition set forth herein may be extended, removed, modified or changed by consent, if give, shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of Sherwood. Sherwood may convey its right to remove, modify or change any restrictions, covenant or condition of this instrument to any person, firm or corporation by instrument in writing duly recorded in the Office of the Register of Deeds of Forsyth County, North Carolina.

(v) The covenants, conditions and restrictions contained in this instrument shall run with the land and shall be binding upon the owners of the property described herein and persons claiming under them, for a period of twenty (20) years from the date of the recording of these restrictions, unless changed or modified as hereinabove provided, and at the end of said twenty (20) years, said covenants, conditions and restrictions shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

(w) Enforcement of these covenants, conditions, and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such activity or to recover damages, or both.

(x) Invalidation of any provision or provisions of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other of said provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, THE SHERWOOD COMPANY does hereby cause and authorize its General Partner, BRH, Inc. to execute on its behalf this Declaration of Covenants, Conditions and Restrictions, as of the day and year first above written.

✓ THE SHERWOOD COMPANY
By its authorized General Partner:

✓ BRH, INC.

By: Bruce R. Hubbard
President

(Corporate Seal)

ATTEST: Lewis E. Hubbard
Secretary

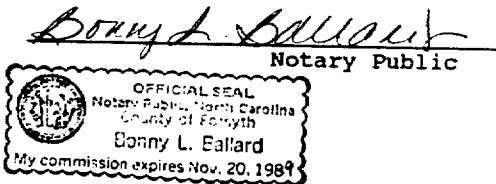
STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

This 5th day of May, 1989, personally came before me, Bonny L. Ballard, a Notary Public of Forsyth County, North Carolina, and Lewis E. Hubbard, who, being by me duly sworn, says that he knows the Common Seal of BRH, INC. and is acquainted with Bruce R. Hubbard, who is the -- President of said Corporation, and that he, the said Lewis E. Hubbard is the -- Secretary of said Corporation, and saw the said -- President sign the foregoing instrument and saw the Common Seal of said Corporation affixed to said instrument by said -- President, and that he, the said Lewis E. Hubbard, signed his name in attestation of the execution of the said instrument in the presence of said -- President of said Corporation, and the said President acknowledges the execution of the instrument on behalf of The Sherwood Company, a general partnership.

WITNESS my hand and notarial seal or stamp, this the 5th
day of May, 1989.

My Commission expires:

November 20, 1989



STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Bonny L. Ballard N.P.
Forsyth Co. NC the signing name and official title of the officer signing the certificate passed upon)

is (are) certified to be correct. This the 5th day of May, 1989

Probate and Filing Fee \$ 20.00 paid.

May 5 4 18 PM 1989
L. E. Spivey, Register of Deeds
By Opal Fisher Deputy
F. E. PEASE
REGISTER OF DEEDS
FORSYTH CO., N.C.
KP
1666P2605

2019018893 00172

FORSYTH CO. NC FEE \$26.00

PRESENTED & RECORDED

05/21/2019 04:33:05 PM

LYNNE JOHNSON

REGISTER OF DEEDS

BY: SYLVIA TILLEY

DPTY

BK: RE 3461

PG: 1939 - 1940

Prepared by: T. Thomas Kangur, Jr.

| | | |
|----------------|---|--|
| NORTH CAROLINA |) | AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAMELOT AT SHERWOOD FOREST |
| |) | |
| FORSYTH COUNTY |) | |

THIS AMENDMENT is made this the 21st day of May, 2019 by **The Sherwood Company**, a North Carolina General Partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, The Declaration of Covenants, Conditions and Restrictions for the subdivision known as Camelot at Sherwood Forest (hereinafter referred to as the "Subdivision") was recorded in Book 1666, Page 2598 and in Book 2116, Page 4157, Forsyth County Registry, and as otherwise amended, (hereinafter collectively referred to as the "Declaration"); and,

WHEREAS, Declarant remains the owner of the lot known as Lot 115 as revised and shown on the plat entitled "Camelot at Sherwood Forest (Phase II, part of Sherwood Forest - Section 15), Revised - Lots 113-115" as recorded in Plat Book 69, Page 179, in the office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description (hereinafter referred to as "Lot 115"); and,

WHEREAS, the Declaration provides Declarant the authority to unilaterally amend the Declaration and Declarant desires to hereby make such amendment; and,

NOW, THEREFORE, the Declarant does hereby amend and modify the Declaration as the same affects Lot 115 only, as follows:

1. The provision known as Paragraph 2(g) of the Declaration as recorded in Book 1666, page 2598 shall be deleted in its entirety and replaced with the following Paragraph 2(g) as the same relates to Lot 115 only:

(g) No building shall be placed or erected nearer the front property line than forty (40) feet. No building or part of a building other than steps, open porches without roofs, eaves or cornices shall extend nearer to the front property line than

the front building lines established herein, except that steps, open porches without roofs, eases or cornices may extend not more than five (5) feet over the building lines. Every building erected on a Lot shall have two side yards with a total footage of not less than thirty-five (35) feet, and in no case shall the width of either side yard be less than fifteen (15) feet.

2. The purpose of this Amendment is to reduce the front set-back requirement for Lot 115 to 40 feet from the front property line and for no other purpose and the front set-back modification set forth herein shall not apply to any other lot in the Subdivision. Except as amended and modified hereby, all other terms, conditions and provisions of the Declaration shall otherwise remain valid and in full force and effect in all respects.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed as of the day and year first above written.

The Sherwood Company
a North Carolina General Partnership by
BRH, Inc., a North Carolina corporation,
it's General Partner

By: *Bruce R. Hubbard* (SEAL)
Bruce R. Hubbard, President of BRH, Inc.

North Carolina, Forsyth County

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated: **Bruce R. Hubbard, President of BRH, Inc.**, a North Carolina corporation, acting as General Partner of The Sherwood Company, a North Carolina General Partnership, and that by authority duly given and as the act of the corporation, he executed the foregoing instrument in its name and on its behalf as its act and deed.

Date: 5/21/19

Rebecca L Creasy
Notary Public

Rebecca L. Creasy
printed or typed name of notary public

My Commission Expires: 9/6/22

