

FORSYTH CO, NC 411 FEE: \$ 53.00
PRESENTED & RECORDED: 04/30/2002 4:14PM
DICKIE C. WOOD REGISTER OF DEEDS BY: BOLESP
BK2249 P6005 - P6018

Drafted By: Robert D. Hinshaw
Return To: Bruce Hubbard, 2110 Cloverdale Ave., Ste. 2-c, Winston-Salem, NC 27103

P. Boles

^{Box 7}
STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

**RESTRICTIVE COVENANTS
SHELburnE VILLAGE AT CAMELOT**

THESE RESTRICTIVE COVENANTS are made and published this 30th day of April 2002 by THE SHERWOOD COMPANY, A North Carolina Partnership (hereinafter called "Declarant"), and any and all persons, firms or corporations hereafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, "Declarant", THE SHERWOOD COMPANY, is the owner of certain real property in or near Winston-Salem, County of Forsyth, State of North Carolina, which is delineated on the site plan approved 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 incorporated by reference in the Special Use Permit issued by said Board of Alderman with reference to the Planned Unit Development presented in the aforementioned zoning petition of W. Bryan White (referred to hereinafter as the "Planned Unit Development").

WHEREAS, the land composing the planned unit development is subject to Declaration of Covenants, Conditions and Restrictions (the "Master Declaration") as recorded in Book 1298, Page 0825, as amended on September 5, 1980, October 20, 1980, and December 12, 1981 as set out in the documents recorded in Book 1316, page 1220, Book 1326, Page 0001, and Book 1351, Page 572 in the Office of the register of Deeds of Forsyth County, North Carolina and further amended on May 5, 1989, Book 1666, Page 2598 and May 2, 1996, Book 1909, Page 1238 and on May 16, 2000, in book 2116, page 4157 and on August 15, 2000 in Book 2129, page 3665, and Declarant desires to subject the property know as Shelburne Village at Camelot, Section 1, recorded in Plat Book 44, Page 125-126 of the Forsyth County, North Carolina, to the above Declaration of Covenants, Conditions and Restrictions and any subsequent amendments thereto.

WHEREAS, it is in the best interest of the Declarant, as well as to the benefit, interest and advantage of each and every person or other entity hereafter acquiring any of the said lots that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Shelburne Village at Camelot development; and for the continued maintenance and operation of the recreational and common areas as may be provided therein;

as may be provided therein;

NOW, THEREFORE, in consideration of the premises, the Declarant agrees with any and all persons, firms, corporations or other entities hereafter acquiring any of the property, which is a part of the Shelburne Village at Camelot development, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens (all hereinafter collectively referred to as "Restrictions") relating to the use and occupancy thereof, said Restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the said property or any part thereof, and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the said property made subject to these Restrictions and Master Declaration, by acceptance of a deed or contract for deed or other conveyance of any interest in or to said property, whether or not it shall be so expressed in any such deed, contract for deed or other conveyance, and regardless of whether the same shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take such property interest subject to these Restrictions and to the terms and conditions hereof and the Master Declaration and shall be deemed to have assented to same.

ARTICLE I

Definitions

The following words when used in this Declaration or any supplemental declaration hereto (unless the context shall prohibit) shall have the following meaning:

Section 1. "Association" shall mean and refer to The Sherwood Association, Inc., a nonprofit corporation organized and existing under the laws of the State of North Carolina, its successors and assigns.

Section 2. "Shelburne Village at Camelot" shall mean that property designed for a development as shown on the map recorded in Plat Book 44, Pages 125-126, Forsyth County Registry, and any adjoining properties platted by Declaration at a later date and made subject to this Declaration.

Section 3. "Committee" shall mean and refer to the Architectural Committee appointed by the Directors of the Associates. The Committee shall be comprised of residents of Shelburne Village at Camelot only. This Committee will make recommendations to the association's Board of Directors. Only the Board of Directors has the right to approve or disapprove a request.

Section 4. "Common Area(s)" shall mean and refer to any and all real property subject to this Declaration and subsequent Declaration shall be defined and bounded by properly referenced and recorded plat(s) designated thereon as "common areas" or "common open space." Common area(s) shall include area(s) owned by the Association for the common use and enjoyment of all members or designated classes or members of the Association, including private streets, roads, entranceways and park area.

Section 5. "Private Streets" shall mean those portions of the common area which are designated as street area whether or not constructed or opened, but which are not dedicated as a public street and are not publicly maintained.

Section 6. "Declaration" shall mean and refer to these Restrictive Covenants applicable to Shelburne Village at Camelot and which is recorded in the Forsyth County Registry, as well as the Declaration referred to above.

Section 7. "Declarant" shall mean and refer to The Sherwood Company or its assigns.

Section 8. "Lot" shall mean and refer to any plot of land with Shelburne Village at Camelot, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single dwelling site as shown on plats for Shelburne Village at Camelot, or amendments thereto, recorded in Forsyth County Registry. "Lot" shall also mean other single dwelling sites as may hereafter be annexed and brought within the jurisdiction of the Association.

Section 9. "Master Declaration" shall mean and refer to the Amended Declaration of Covenants, conditions and Restrictions recorded in Deed Book 2116, Page 4157-4179 in the Forsyth County Register of Deeds, and any amendments thereto, if any.

Section 10. "Member" shall mean and refer to any person or other entity who holds membership in the Association.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any lot in the Shelburne Village at Camelot development, excluding, however those parties having such interest merely as a security interest for the performance of an obligation.

Section 12. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

Section 13. "Property" shall mean and refer to any and all of that certain real property known as Shelburne Village at Camelot.

Section 14. "Amenities" shall mean the facilities constructed, erected, or installed on the common area for the use, benefit and enjoyment of members.

ARTICLE II
Properties Subject to These Restrictions

The property which is, and shall be held, transferred, sold, conveyed, and occupied subject to these Restrictions and Master Declaration is located in Forsyth County, North Carolina, and is more particularly described in Plat Book 44, pages 125-126 which is incorporated herein by reference. Declarant reserves the right to subject other real property to the Restrictions set forth here as provided below.

Without further assent or permit, Declarant hereby reserves the right, exercisable from time to time, to subject other real property to the Restrictions set forth herein, and the Master Declaration in order to extend the scheme of these Restrictive Covenants and the Master Declaration to other property to be developed and thereby to bring such additional properties within the jurisdiction of the Association. Additional property outside the boundaries of the Shelburne Village at Camelot property.

ARTICLE III
Architectural Control, Inspection and Use Restrictions

The Declarant or its assigns shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Committee, which, upon appointment by the Board of Directors, shall assume and be responsible for enforcement. References in this Article to "Committee" shall mean the Declarant or its assigns until the Committee is appointed. The following architectural restrictions shall apply to each and every lot now or hereafter subject to this Declaration. **The original construction of homes shall be subject to Architectural Approval of the Declarant or its assigns only.**

Section 1. Approval of Renovations/Modifications to Lots and Structures.

(a) No site preparation or initial construction, erection, or installation of any improvements, including but not limited to, residences, outbuildings, fences, walls, signs, antennas, clothesline and other structures, shall be undertaken upon the properties unless the plans and specifications therefor, showing the nature, kind, shape, height, materials and location of the proposed improvements shall have been submitted to the Board of Directors of the Association and expressly approved in writing. No subsequent alteration or modification of any existing improvements or landscaping design, including any change in paint color, nor construction, erection, or installation of additional improvements may be undertaken on any of the properties without the prior review and express written approval of the Board of Directors of the Association.

(b) In the event that the Board of Directors of the Association fails to approve or disapprove the site or design of any proposed improvements within thirty (30) days after plans and specifications therefor have been submitted and received by the Committee, approval will not be required, and the requirements of this Article will be deemed to have been fully met; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Committee

if they contain erroneous data or fail to present adequate information upon which the Declarant or the Association, as the case may be, can arrive at a decision. All requests for improvements shall be sent to the Board of Directors.

(c) The Committee shall have the right, at their election and risk, to enter upon any of the properties during site modifications or restorations, erection, or installation of improvements to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing approved methods and good quality materials.

Section 3. Use Restrictions.

(a) All original structures must be built to comply substantially with the plans and specifications as approved by the Declarant or its assigns, and before any house may be occupied it must be completely finished and a certificate of completion must have been issued by the local or state authority empowered to do so.

(b) Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected or placed on any lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a lot (whether temporary or permanent) shall be walled in to conceal same from the view of neighboring lots, roads, streets, the waterfront or open areas. Plans for all screens walls and enclosures not built during original construction must be approved by the Board of Directors of the Association prior to construction.

(c) No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction to complete the improvement in which same is to be used. However this section does not preclude the storage, on any Lot, of building materials, supplies or other necessary items, used by the Declarant or its assigns or any builder, to construct dwelling units within Shelburne Village at Camelot.

(d) Subject to the provisions of Subsection (e) below, no exposed above-ground tanks will be permitted for the storage of fuel or water or any other substances.

(e) No outside radio transmission tower or receiving antenna shall be erected by an owner and no outdoor television antenna may be erected. Satellite dishes are permitted provided the diameter of the dish is less than 20 inches and the location is approved by the Declarant or the Board of Directors of the Association prior to installation.

(f) No owner shall excavate or extract earth from any of the lots subject to these Restrictions for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade or surrounding lots. However, this section does not apply to the lots owned by the Declarant or those lots sold to a builder for original construction.

(g) No privies, outside toilet facilities, or septic tanks shall be constructed or maintained on any lot. Only temporary toilet facilities shall be permitted during construction of dwellings.

(h) All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the lots shall be underground; provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Association's Board of Directors sole discretion, deemed necessary.

(i) Stationary outside clotheslines will not be permitted and clothes handling devices such as lines, poles, frames, etc shall be stored out of sight when not in use.

(j) Any mailboxes not attached to the main dwelling structure shall be of a type consistent with the character of the properties and shall be placed and maintained to complement the houses in the neighborhood.

(k) No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any lot or any improvement thereon outside the unit except for real estate for sale signs, which may not be larger than 4 square feet, without the prior written consent of the Committee.

(l) No house trailer, boat, boat trailer, camper, or other such vehicle, trailer, vessel, whether commercial or recreational, shall be permitted on any Lot unless screened from view of adjoining lots, streets and common areas. It is the intention of this restriction to prevent the parking of any vehicle in the parking area other than automobiles, pickup trucks or motorcycles.

(m) No temporary structure shall be permitted on any lot unless screened from view of adjoining lots, streets and common areas, provided, however, temporary buildings and other structures shall be permitted during the construction period of the dwellings or as a temporary real estate sales office for the sale of lots. No garage, outbuilding or other appurtenant structure shall be used for residential purposes, either temporary or permanently.

(n) Construction of any structure on a lot shall be completed within twelve (12) months from the date of commencement of construction thereon.

(o) The use restrictions set forth in this Section 3 listing those items which may not be maintained on a lot shall not apply to lots during the period of construction of the dwelling unit upon the lots. As soon as a dwelling unit has been completed on a lot, these use restrictions shall apply to the lot.

Section 4. Residential Use. Unless otherwise designated by Declarant on a recorded plat, each lot shown on said plat subject to these Restrictions shall be used only for private single-family residential purposes and not otherwise.

Section 5. Hobbies and Activities. The pursuit of hobbies or other inherently dangerous activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size; and such other activities shall not be pursued or undertaken on any part of any lot or the common area without the consent of the Declarant, or its assigns and the Board of Directors of the Association.

Section 6. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any lot, except standard household pets which may be kept thereon in reasonable number as pets for the sole pleasure and purpose of the occupants but not for any commercial use or purpose. Birds shall be confined to cages.

Section 7. Nuisances and Unsightly Materials. No house or other structure on any lot shall be used for commercial or business purposes, with the exception of a "home office" for the use of residents of the dwelling only and which shall not at any time permit members of the general public access to conduct business in such "home office". Each owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot, street (public or private) or common area outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for pickup by garbage and trash removal service units. In the event any owner of any lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association's Board of Directors may, at its option, ten (10) days after posting a notice thereon or mailing a notice to said owner at his property address requesting owner to comply with the requirements of this Section, enter and remove all such unsightly items and growth at said owner's expense, and owner shall be personally liable to the Association for the costs of removal, and the costs until paid shall be a permanent charge and lien upon such lot enforceable to the same extent and collectible as provided for in Article V, entitled "Covenant for Maintenance Assessments." By acquiring property subject to these restrictions, each and every owner agrees to pay such costs promptly upon demand by the Association, its agents, assigns, or representatives. No such entry as provided in this Section shall be deemed a trespass. The provisions of this Section shall not apply to lots upon which houses are under construction.

Section 8. Governmental Regulations. Each owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his lot. In the event of any conflict between any provisions of any such governmental code, regulation or restriction and any provision of these Restrictions, the more restrictive provision shall apply.

ARTICLE IV
Exterior Maintenance

Section 1. Maintenance. The yard (defined as the area between the front of the dwelling and the street) shall be maintained by the Association. The maintenance of the courtyard (defined as the area behind the front of the dwelling) and improvements constructed on the lot shall be the duty of the owners of such lots. If, however, in the opinion of the Association, any owner shall fail to maintain any lot owned by him in a manner which is reasonably neat and orderly or shall fail to keep improvements constructed thereon in a state of repair so as not to be unsightly, all in the opinion of Board of Directors of the Association, the Association's Board of Directors in its discretion, and following ten (10) days written notice to the owner may enter upon and make or cause to be made the repairs to such improvements and perform such maintenance on the lot as the removal of trash, cutting of grass, pruning of shrubbery, seeding and items of erosion control. The cost incurred by the Association in rendering all such services, plus a service charge as determined from time to time by the Association's Board of Directors, shall be added to and become a part of such other assessment to which lot is subject.

Section 2. Perpetual Easement. Every lot shall be conveyed subject to a perpetual easement to the Association for purposes of the maintenance provided for in this Article VII, whether or not it shall be so expressed in any deed or other conveyance. By acceptance of a deed or other conveyance, each owner shall be deemed to grant such easement to the Association.

ARTICLE V
Easements

Section 1. Walks, Drives, Parking Areas, and Utilities. All of the properties, including lots, and common area shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines, and other public utilities as shall be established prior to subjecting the properties to these Restrictions by the Declarant or their predecessors in title; and the Association shall have the power and authority to grant and to establish in, over, upon, and across the common area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the properties.

Section 2. Encroachments. All lots and the common area shall be subject to easements for the encroachment of initial improvements constructed on adjacent lots by the Declarant or its assigns, or any builder of original construction, to the extent that such initial improvements actually encroach, including, without limitation, such items as overhanging eaves, gutters, downspouts, exterior storage rooms, bay windows, steps and walls. If any encroachment should occur subsequent to subjecting the properties to these Restrictions as a result of settling or shifting of any building or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same, so long as the building stands. Every lot shall be subject to an easement for entry and encroachment by the Declarant or its assigns for a period not to exceed eighteen (18) months following conveyance

of a lot to an owner for the purpose of correcting any problems that may arise regarding grading and drainage. The Declarant, upon making entry for such purpose, shall restore the affected lot or lots to as near the original condition as practicable.

Section 3. Private Streets. All private streets shall be subject to an easement in favor of every lot to which they are adjacent or which they are designated to serve and shall be deemed appurtenant to each lot, whereby the owner of such lot shall be entitled to use them as a means of unrestricted ingress, egress and regress and such other uses as shall have been designated. Such easement shall be superior to every easement of whatever nature to which any of the common area may be subjected.

Section 4. Easement to Declarant. All lots shall be subject to a nonspecific easement in favor of the Declarant or its assigns for purposes of construction or repair of a dwelling unit and for purposes of landscaping. The Declarant or it assigns may use said easement for performing work on the entered-upon lot or for performing work on an adjoining lot. Declarant, upon making entry for such purposes, shall restore the affected lot or lots to as near the original condition as practicable.

Section 5. Utility and Drainage. An easement on each lot may be reserved by the Declarant for itself and its successors and assigns along, over, under and upon such portion of said lots as shall, in the Declarant's or its assigns' sole discretion, be reasonably necessary to provide adequate drainage and utility services thereto, which easements shall be in addition to such other easements as may appear on the aforementioned recorded subdivision plat(s). The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility service lines to, from or for each of the individual lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible. With ten (10) days' prior written notice to an Owner, the Declarant or its assigns or the Association shall have the right to enter on to the owner's property for the purpose of removing obstructions in such easements upon owner's failure to do so. For the purpose of this covenant, the Declarant or its assigns reserves the right to modify or extinguish the herein reserved easements along any lot lines when in its sole discretion adequate reserved easements or otherwise available for the installation of drainage facilities and/or utility service lines. The Association may likewise reserve and grant easements for the installation and maintenance of sewage, utility and drainage facilities in, across, under and over the common area.

Section 6. Cross-Easement to Owners of Adjoining Lots. Every lot owner shall have, and every lot shall be conveyed subject to, whether or not it shall be expressed in a deed or other conveyance, an easement appurtenant to such owner's lot to enter upon an adjoining lot for purposes of maintenance, repair, or replacement of such owner's dwelling unit, fixtures thereon, utility services, or landscaping on such owner's lot. Such owner is required to give reasonable notice, not less than twenty-four (24) hours in advance, except in case of emergency, to the adjoining lot owner before entering upon the adjoining lot. Upon making entry onto an adjoining lot, the entering owner

shall have the duty to restore the affected lot or lots to the condition as it existed before such entry was made. The entering owner shall be responsible for repairing any loss or damage to an adjoining lot caused by his entry.

However, an owner does not have an easement or any right to use, modify or alter the wall of an adjoining owner's home, even though said wall is constructed along the common boundary line between the two lots. Said wall is for the exclusive use, enjoyment, possession and responsibility of the owner of the home. The adjoining owner is prohibited from any type of use, modification or alteration of said wall, including but not limited to the affixing of any items to said wall.

Section 7. Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by the Declarant or its assigns, the Association, fireman, ambulance personnel and all similar persons to enter upon the property or any portion thereof which is now or hereafter made subject to this Restrictions in the performance of their respective duties.

Section 8. Common area Easements. The Association is responsible for maintenance and repair of all structures and facilities placed on easements for the enjoyment of all members.

Section 9. Temporary Construction Easements. The Declarant or its assigns reserves an easement seven (7) feet in width along each lot line for the benefit of the Declarant or its assigns. Such easement shall exist so long as construction is progressing on any adjacent lot. Upon completion of construction on all adjacent lots, such temporary construction easement shall expire and be of no further force and effect.

ARTICLE VI

General Provisions

Section 1. Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until January 1, 2027, at which time they shall be automatically extended for successive periods of ten (10) years each unless it is agreed by the vote of a majority in interest of the then owners of the above-described property to change, amend or revoke the Restrictions in whole or in part. Every purchaser, owner or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section 2. Amendment. This Declaration may be amended unilaterally at any time and from time to time by the Declarant or its assigns.

(a) if such amendment is necessary to bring any provision thereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith;

(b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to ~~this Declaration~~; **THESE RESTRICTIONS;**

BAL
4.30.02

(c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as the Declarant or its assigns has the right unilaterally to subject additional property to these restrictions as provided in Article II hereof, the Declarant or its assigns may unilaterally amend this Declaration for any other purpose so long as said amendment promotes the common scheme of development; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owner hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least seventy-five percent (75%) of the Owners and with the consent of the Declarant or its assigns, so long as the Declarant or its assigns has an option unilaterally to subject additional property to this Declaration as provided in Article II hereof.

Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to these restrictions by acceptance of a deed or other conveyance therefor, hereby agrees that these Restrictions may be amended as provided in this Article. Amendments as used in this Article VI shall not mean the addition of properties as provided in Article II.

Section 3. Procedure for Certification and Recordation of Amendment. Any instrument amending these restrictions (other than an amendment by the Declarant) shall be delivered, following approval by the owners, to the Board of Directors of this Association. Thereupon, the Board of Directors shall, within thirty (30) days after delivery, do the following:

(a) Reasonably assure itself that the amendment has been approved by the owners of the required number of lots as provided in Section 2 of this Article. (For this purpose, the Board may rely on its roster of members and shall not be required to cause any title to any lot to be examined);

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed.

(c) Immediately, and within the thirty (30) day period aforesaid, cause the amendment to be recorded in the Forsyth County Registry.

All amendments shall be effective from the date of recordation in the Forsyth County Registry, unless a later effective date is specified therein. When any instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors and recorded it shall be conclusively presumed that such instrument constitutes a valid amendment as to the

owners of all lots in this development.

Section 4. Enforcement. If any person, firm or corporation shall violate or attempt to violate any of the Restrictions, it shall be lawful for the Association or for any other person, firm or corporation owning any property to bring an action against the violating party at law or in equity for any claim which these Restrictions may create in such other owner or interest party either to prevent said person, firm or corporation from so doing such acts or to recover damages for such violation. The violating party shall be responsible for all costs and attorneys' fees incurred by the Association or such other owner in such action. Any failure by the Association or any other owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these Restrictions by judgment or court order shall neither affect any of the provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section 5. Delegation and Assignability. The Declarant or its assigns shall at all times and from time to time have the right to delegate any and all functions herein reserved to the Declarant or its assigns. Further, notwithstanding any other provisions contained herein to the contrary, the Declarant or its assigns shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to common areas; provided, however, that any transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance, the Declarant or its assigns shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of the Declarant's or its assigns' obligation under these covenants arising after such sale, transfer or conveyance.

Section 7. Conflicts. In the event of any irreconcilable conflict between the Master Declaration and the Restrictions, the Master Declaration shall control. In the event of any irreconcilable conflict between these Restrictions or the Bylaws of the Association and the Articles of Incorporation of the Association, the provisions of the Bylaws and Articles of Incorporation shall control.

Section 8. Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying the particular Sections to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Declarant and all persons claiming by, through and or under Declarant.

Section 9. Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any lot, the Declarant or its successors reserve the right (by and with the mutual written consent of the adjoining property owner or owners for the time being of such lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular lot.

ARTICLE VII
Relationship to the Sherwood Association

Shelburne Village at Camelot is a "Villa Townhouse" community as defined in the Master Declaration.. The owners of such lots in Shelburne Village at Camelot are members of the Sherwood Association, Inc. and therefore are obligated to pay association dues and assessments as defined in the Master Declaration and established by the Board of Directors of the Association from time to time.

ARTICLE VIII
Dues and Assements

Owners of lots in Shelburne Village at Camelot are subjected to the annual dues and assessments for all owners within the Sherwood Association, and the "Villa Townhouse" monthly dues and assessments for all owners of lots within Shelburne Village at Camelot.

The monthly dues for Shelburne Village shall be collected to provide for the services provided for its residents. The monthly budget for Shelburne Village at Camelot shall include, but not limited to the following:

1. Yard maintenance (excluding courtyards)
2. Decorative street lighting
3. Maintenance, replacement and reserves for common area improvements, landscaping and entrances
4. Common area utilities

IN WITNESS WHEREOF, the Declarant has caused these Restrictions to be duly signed this 30th day of April, 2002.

DECLARANT:

THE SHERWOOD COMPANY, A NC General Partnership
By: BRH, Inc., General Partner

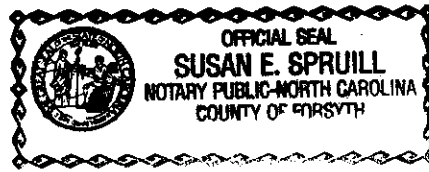
BY:  (SEAL)
President

STATE OF NORTH CAROLINA)
)
 COUNTY OF FORSYTH)

I, a Notary Public of the County and State aforesaid, certify that Bruce R. Hubbard personally came before me this day and acknowledged that (s)he is President of BRH, Inc., a North Carolina corporation, General Partner of The Sherwood Company and that he/she, as President, being authorized to do so, executed the foregoing on behalf of the corporation as General Partner of The Sherwood Company.

Witness my hand and official stamp or seal, this 30th day of April, 2002.

Susan E. Spruill
 Notary Public



My Commission expires:
9-24-05

STATE OF NC - FORSYTH CO

The foregoing certificate(s) of:

Susan E. Spruill NP(s)

is/are certified to be correct at the date of recordation shown on the first page thereof.

Dickle C. Wood, Register of Deeds by: Keith Dodson Deputy/Asst