

STATE OF GEORGIA

COUNTY OF FORSYTH

R E S I D E N T I A L

DECLARATION OF PROTECTIVE COVENANTS
AGREEMENTS, EASEMENTS, CHARGES AND
LIENS FOR SHERWOOD FOREST SUBDIVISION (RESIDENTIAL)

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, Cumming-Forsyth Enterprises, Inc., has heretofore acquired fee title to property lying in Land Lots 741, 772, 773, 812, and 813 of the Third District and First Section of Forsyth County, Georgia known as Sherwood Forest Subdivision as shown in a final plat of said subdivision as prepared by Richard N. May, RLS No. 2210, with said plat being dated November 18, 1987 as recorded in Plat Book 27, pages 269-276 of the Forsyth County Records, to which additional reference is made; and

WHEREAS, Cumming-Forsyth Enterprises, Inc. is hereby declared to be and shall henceforth be referred to as the "Developer" of said subdivision.

NOW, THEREFORE, DEVELOPER does hereby proclaim, publish and declare that any part of the Sherwood Forest Subdivision which becomes subject to these Restrictions shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to this Declaration, which shall run with the land and shall be binding upon DEVELOPER and upon all parties having or acquiring any right, title or interest in any part of Sherwood Forest Subdivision which is subject to this Declaration.

The Restrictions set forth herein are made for the mutual and reciprocal benefit of each and every part of Sherwood Forest Subdivision subjected to the Restrictions (sometimes referred to as "Property") and are intended to create mutual, equitable servitudes upon each such part of the Property and in favor of each and all such parts of the Property therein, to create reciprocal rights between the respective owners and the future estate between the grantees of said Property; and to create a privity of contract and estate between the grantees of said Property, their heirs, successors and assigns.

Every person, firm or Corporation owing any portion of the Property now or hereafter shall be subject to this Declaration by acceptance of a Deed or other conveyance of such interest, whether or not it shall be so expressed in any such Deed or other conveyance or whether or not any such deed or other conveyance shall be signed by such person, firm or corporation and said person, firm or corporation shall be deemed to have assented to all of said terms and conditions hereafter set forth.

A non-profit corporation shall be established and known as Sherwood Forest Homeowner's Association, Inc. Every owner of a lot in Sherwood Forest Subdivision shall be required to become a member of said Homeowner's Association and shall participate in the non-profit corporation and be subject to and governed by all by-laws, rules and regulations promulgated by such entity.

I. COVENANTS FOR MAINTENANCE.

Each owner shall keep all Parcels owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the "Architectural Committee", as hereinafter defined, any Owner fails to perform the duties imposed by the preceding sentence, DEVELOPER, and the Architectural Committee after fifteen (15) days' written notice to Owner to remedy the condition in question, shall have the right, through its agent and employees, to enter upon the Parcel in question and to repair, maintain, repaint and restore the parcel or such improvements and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question. The lien shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Forsyth County, prior to the recordation among the Land Records of Forsyth County, of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

II. ARCHITECTURAL COMMITTEE: ARCHITECTURAL CONTROL.

A. The "Architectural Committee" shall be composed of The DEVELOPER until such time as the DEVELOPER has sold 85% of the lots in said subdivision. After the sale of 85% of said lots, the DEVELOPER shall designate 3 property owners who shall compose said committee. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorizations contained herein. With regard to review of plans and specifications as set forth herein, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modifications or specified conditions by one such member shall also be final and binding, provided, however, that

in any such case, any applicant for such approval, permit or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Committee.

Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Committee. Thereafter, the decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding.

B. Approval Required. No structure as defined as follows (Structure: Any thing or device [other than trees, shrubbery less than two (2) feet high if in the form of a hedge, and landscaping] the placement of which upon any Parcel may effect the appearance of such Parcel, including, by way of illustration and not limitation, any building, garage, porch, shed, barn, greenhouse or bathhouse, coop or cage, covered or uncovered patio, mailbox, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer or motor home) or any other temporary or permanent improvement to such Parcel. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Parcel, or which affects or alters the flow of any waters in stream or drainage channel from upon or across any Parcel and (ii) any change in the grade of any Parcel of more than six (6) inches from that existing at the time of purchase by each Owner. No prohibited structure shall be commenced, erected, placed, moved on to or permitted to remain on any Parcel, nor shall any existing Structure upon any parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Parcel showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Parcel (including proposed front, rear and side setbacks, and the location of all parking spaces and driveways on the Parcel) (ii) a clearing plan for the particular Parcel, and such other information required by the Architectural Committee; (iii) a drainage plan; (iv) plan for landscaping and (v) plans and elevations of proposed structures.

C. Basis for Disapproval of Plans. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) failure of such plans or specifications to comply with any of the Restrictions;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;

- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Parcels in the vicinity;
- (e) objection to the location of any proposed Structure upon any Parcel or with reference to other Parcels in the vicinity;
- (f) objection to the site plan, clearing plan, drainage plan or landscaping plan for any Parcel.;
- (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;
- (h) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Parcel; or
- (i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvements of the property or with Structures or uses located upon other Parcels in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by agreement with the Architectural Committee in which event the extended time period shall be applicable.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

D. Retention of Copy of Plans. Upon approval by the Architectural Committee of any plans and specification submitted hereunder, a copy of such plans and specifications, as approved shall be deposited for permanent record with the Architectural Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

E. Site to be Staked Prior to Tree Cutting. After the plan for the Structure is approved, the site of the Structure must be staked out and such site approved by the Committee before tree cutting is done. No tree may be cut or removed without consent of the Architectural Committee until the building plans, site plans, and site staking are approved by the Architectural Committee.

F. Rules of Architectural Committee; Effect of Approval and Disapproval; Time for Approval. The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Parcels, including without limitation, exterior lighting and planting, and may issue

statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall effect the finality of any approval granted prior to such change. Approval for use of any Parcel of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Parcel or Parcels. Approval of any such plans and specifications relating to any Parcel, however, shall be final as to that Parcel and such approval may not be revoked or rescinded thereafter, provided, (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Parcel in question. Any plan submitted must be approved or disapproved by said committee within fifteen (15) days of receipt of same.

G. Failure to Obtain Approval. If any structure shall be altered, erected, placed or maintained upon any Parcel, or any new use commenced on any Parcel, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions hereof, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the Declaration, and without the approval required herein, an, upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Parcel is violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

If property owner, fifteen (15) days after the notice of such violation exists, shall not have taken reasonable steps toward the removal or termination of the same, DEVELOPER shall have the right, through their agents and employees, to enter upon such Parcel and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question. The lien provided herein shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Forsyth County prior to the recordation among the Deed Records of Forsyth County of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

H. Inspection and Testing Rights: Any agent of DEVELOPER or the Architectural Committee may at any reasonable time or times enter upon and inspect any Parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such Parcel and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof; and neither DEVELOPER nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

I. Waiver of Liability: Neither the Committee, nor any Architect nor agent thereof, nor DEVELOPER, nor any agent or employee of any of the foregoing, shall be responsible in any way for any failure of Structures to comply with requirements of this Declaration, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to herein for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

III. GENERAL COVENANTS AND RESTRICTIONS

Without the prior written approvals of the Architectural Committee:

- A. No previously approved Structure shall be use for any purpose other than that for which it was originally designed;
- B. No Parcel shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;
- C. Pre-manufactured housing is not acceptable. No residence in whole or in part, may be constructed off-site and relocated to Parcel. This includes any pre-existing structure being relocated from another site to a Parcel in Sherwood Forest Subdivision. Only on site, stick built house will be allowed. This is not meant to prevent the use of pre-manufactured wall components or trusses from being used in the on-site construction of a home.
- D. No exterior satellite dishes or other electronic transmission or receiving equipment shall be placed upon any lot without prior "location consent" of the Architectural Control Committee; however, such approval shall not be withheld after consideration for aesthetic approval of lot in question and subdivision in general;

E. No boat, boat trailer, bus, trailer, motor home or similar items shall be stored between the front plane of the house and the Road, on any Parcel for a period of time in excess of twenty-four (24) hours.

F.....No tree having a diameter of eight (8) inches or more (measured from a point two feet above ground level) shall be removed from any Parcel without the express written authorization of the Architectural Committee. The Architectural Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Architectural Committee may mark certain trees, regardless of size, as not removable without written authorization.

G Animals: No animals, livestock, insects or poultry shall be kept or maintained on any Parcel except the usual household pets may be kept on any parcel for purposes other than breeding or commercial. All animals shall be maintained in such a manner that their behavior, including but not limited to noise or odor, are not offensive to reasonable standards.

H. Signs No sign or other advertising device of any nature shall be placed upon any Parcel except as provided herein. The Architectural Committee may, in its discretion, adopt any promulgate rules and regulations relating to signs which may be employed. Signs and other advertising devices may be erected and maintained upon any portion of the Property if approved by the Architectural Committee, as to color, location, nature, size and other characteristics of such signs or devices.

I. No temporary housing, trailer, garage, shack or tent shall be erected on any of the land in said unit to be used for residential or church purposes; and no such lot, nor the house situated thereon, may be used for school, kindergartens, or business of any nature. All lots or parcels in the said unit shall be used for single family residence purposes only and no such lot shall be sub-divided. All garages must be either side or rear entry unless otherwise approved by the Architectural Committee. Properties designated as "recreational" and as will be owned by the Homeowners Association may be used for such recreational purposes. This provision is subject to Article VII, Section 2b as subsequently set forth herein. However, should a lender take as security any Association property designated as recreational and should a subsequent foreclosure occur, said lender shall receive said property free from any legal or equitable claim by the Association or by the owner of the lots within the subdivision. Provided, however that said recreational property once foreclosed upon shall be subject to the restrictions and covenants contained herein as fully and amply as if it were deemed residential property.

J. Accumulation of Refuse: No lumber, metals, bulk materials (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property),. Refuse or trash shall be kept, stored, or allowed to accumulate on any Parcel, except building materials during the course of construction of any

approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, or any day that a pick-up is to be made, at such place on the Parcel so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property. No Parcel shall be used as a dumping ground for rubbish, trash or garbage.

K. Driveways: All driveways shall be made of concrete, asphalt, or other approved surfaces.

L. Height of Dwelling: No Dwelling located on any lot shall be more than three (3) stories in height, excluding basement.

M. Size of Living Area: No dwelling located in Sherwood Forest Subdivision shall have heated living area, with ceiling height of not less than 8', exclusive of garages, carports, porches, terraces, bulk storage and basements, (even if finished) of less than 1550 square feet for a one story home. A multi-storied dwelling (up to three stories) shall have a minimum of 1,200 heated square feet on the main floor and not less than a total of 1,900 square feet.

N. Commercial Vehicles Prohibited: Commercial vehicles, of all types and kinds, are prohibited from being parked within Sherwood Forest Subdivision for a period of time exceeding eight (8) hours except during the construction period of a residential dwelling, remodeling, or routine deliveries. This specifically includes but is not limited to all types of commercial vans, trucks, and automobiles bearing commercial insignias larger than one foot square. All vehicles regularly parked on a property must have an approved parking space.

O. Foundations: No concrete blocks, either in buildings or in walls or fences, shall be used above ground elevation unless said blocks are covered with brick veneer, stone or other veneer specifically approved by the Architectural Committee, in writing.

P. Occupancy: Before any house on the land in said unit may be occupied, it must be completely finished on the exterior in accordance with plans approved by DEVELOPER; all of the yard which is visible from any street must be planted with grass or have other suitable ground cover and the driveway surface must be paved or the surface approved by the DEVELOPER.

Q. Exterior Finishes: Siding materials shall be wood, or on certain traditional homes, beaded-edge hardboard, or other approved materials. Exposed concrete block, concrete, cinder blocks or other fabricated masonry block units shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finish grade to match the building (whether on buildings, walls or fences). All carport,

garage or storage room walls must be finished with sheetrock or other similar suitable finishing material so as to assure no exposed studs. All stucco used must be painted. All material selections and color selections must be submitted and approved by Architectural Committee prior to application. Allowed finishes include painted wood siding, brick, stone, stucco (or "Dryvit facsimile").

R. Tennis Courts and Swimming Pools: All courts and swimming pools located on any Parcel shall be located behind the rear line of the house located on the lot. All swimming pools shall be "in ground", and surrounded by approved decorative fence. Design and location of tennis courts and swimming pools must be submitted to the Architectural Committee for approval prior to clearing or grading.

S. Pipes: To the extent of the interest of the Owners of a Parcel, no water pipe, gas pipe, or drainage pipe shall be installed or maintained on any Parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

T. Mining: To the extent of the interest of the Owner of the Parcel, no parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

U. Business Activity: No Profession or home industry shall be conducted in or on any part of a parcel or in any improvement thereon the Property without the specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on the surrounding property, may permit a Parcel or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Architectural Committee, to be compatible with a high quality residential neighborhood.

V. Clothes Lines: Outdoor clothes lines must be screened by approved landscaping or fencing, or placed in a location not readily visible from any street or adjoining property.

W. Machinery: No machinery shall be placed or operated upon any Parcel except such machinery as is usual in maintenance of a private residence.

X. Mailboxes: The design of all mailboxes must be approved by the Architectural Committee.

Y. Fences: All fences must be approved by the Architectural Committee prior to erection, Metal fence posts and chain link fences (including vinyl-clad chain link) are permitted when located behind the front plane of the house. Welded wire mesh may be used behind split rail fencing, or in certain cases, between cedar upright posts only, Such approval must be in writing by the Architectural Committee and the granting of such written approval granted by Architectural Committee shall be on an individual

request basis and no such written approval granted in one instance shall be deemed or construed to grant such approval as to any other requests, Architectural Committee expressly reserving the right to grant or not grant such approval in its sole discretion.

Z. No fence, wall, hedge or shrub planting which obstructs site lines at elevation between 2 and 6 feet above the roadways shall be erected, placed, planted or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The site line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain with such distance of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of such site lines.

AA. In order to avoid unsightly and aesthetically offensive structures, the location of tree houses and play structures and construction details, as well as exterior colors thereof, must be approved by DEVELOPERS before the commencement of construction.

BB. Nuisance: No obnoxious, offensive, or illegal activities shall be carried on upon any Parcel nor shall anything be done on any Parcel which may be or may become an annoyance or nuisance to the neighborhood

CC. Construction Period: With respect to each Residential Parcel, construction of the residential building is to be completed within nine (9) months from the date of beginning construction. In addition to all other rights and remedies for breach of these Restrictions, in the event this restriction is not fully complied with, DEVELOPER shall have the right, but not the obligation, to re-purchase the Parcel for an amount not to exceed the purchase price paid DEVELOPER for the Parcel without interest, plus the certified expenses of improvement made whereon.

DD. No Owner of a Parcel which abuts any stream or waterway shall damn up, redirect water flow or add to volume of water flow in any that affects up-stream or downstream Parcels.

EE. Roof Treatment: All roof stacks and vents must be located on the rear slopes of roofs except where a different location has been approved in writing by the Architectural Committee prior to construction. All roof stacks, vents, flashings and chimney caps must be painted to match roof color if visible from front side of house. All central air conditioning compressors shall be ground mounted. On homes equipped with solar heat collectors, the location and design of these units must be approved in writing by DEVELOPER prior to construction.

FF. No residence shall be constructed with less than a two car garage; provided that said garage shall not face any public street or street contained within the subdivision.

GG. Unless waived by the Developer in writing, no lot within said subdivision shall be used to provide access to any property which is not contained within the boundaries of the subdivision. In the event written waiver is granted, Developer reserves the right should any owner desire to provide access to property outside the subdivision to assess reasonable costs for extension of water lines and other utilities, inclusive of roadways, which were expended in the development of said subdivision.

I V. ZONING AND SPECIFIC RESTRICTIONS

The Restrictions shall not be taken as permitting any action or thing prohibited by the applicable Zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the Restrictions shall be taken to govern and control.

V. ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment.

The Declarant hereby covenants and each owner by acceptance of a deed, for their successors and assigns, whether or not it shall be expressed in such deed, is deemed to covenant and agree to all the terms and provisions of this Declaration and belong to the Sherwood Forest Homeowners' Association, Inc., a corporation to be established, and to pay to the Association:

(a) annual assessments or charges; (b) special assessments or charges for the purposes set forth in Section 4 of this Article V, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien on the property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment first became due and payable. In the case of co-ownership of such property, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.. Should the Association employ an attorney to collect any assessment, it shall be entitled to collect in addition thereto all costs of collection including reasonable attorney's fees.

Section 2. Purpose of Assessments. The annual assessment levied by the Association shall be used exclusively for the acquisition, improvement, maintenance and operation of the Association Properties; payment of services which the Association is authorized to provide including, but not limited to, taxes and insurance on the Association Properties, construction of improvements on the Association Properties, and repair, replacement and additions to the Association Properties; payment of the cost of labor, equipment, materials, management and supervision necessary to carry out its authorized functions; payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions; establish and maintenance of an adequate reserve fund for maintenance, repairs and replacement of those portions of the Association Properties that must be replaced on a periodic basis; and other charges as may be required by this Declaration or that the Association or its Board of Directors shall determine to be necessary to meet the primary purposes of the Association. Special assessments shall be used for the purposes set forth in Section 4 of the Article V. Notwithstanding the levy of annual or special assessment as aforesaid, the Association Properties. First mortgages of Lots and the first mortgagee, if any, of the Association Properties may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Association Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Association Properties and first mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. Each owner shall be responsible for his own return of taxes on his lot and for the payment of all taxes and governmental assessments, if any, assessed thereon by the taxing authorities.

Section 3. Annual Assessments. Declarant and Developer has agreed for the calendar year 1988 to be responsible of such costs as might normally be the duty of the homeowners' association including property taxes on common areas and provision of street lighting and necessary maintenance of amenities to be installed. Beginning January 1, 1989, annual assessments shall be made against the owner of each lot in said subdivision with said annual assessment for the year 1989 not to exceed \$240.00 per lot per annum. It shall be the duty of Board of Directors of the Sherwood Forest Homeowners' Association to determine future assessments taking into consideration the normal operating expenses which might be incurred for the benefit of association properties such as the recreation area and street lighting and other amenities.

From and after January 1, 1989, the maximum annual assessment shall be increased automatically, effective January 1st of each year in conformance with the rise, if any, of the numerical rating for the preceding month of June above such rating for June, 1988, as established by the Atlanta, Georgia, Consumer Price Index for Urban Wage Earners and Clerical Workers, Series A-27, (published by the Department of Labor, Washington, D.C.) the successor thereto or other comparable price index should that described herein be discontinued or no longer make available to the Association.

The method of computation to be employed when using the Consumer Price Index referred to above shall be as follows: The Consumer Price Index numerical rating for the month of June, 1988, shall be established. This will be the base rating. To determine the adjustment percentage to be applied for any subsequent year, divide this base rating into the numerical rating established by the Consumer Price Index for the month of June preceding the proposed assessment year. The adjustment percentage, if in excess of 100 percentum, shall be multiplied by the original maximum annual assessment specified herein to obtain the maximum annual assessment for the proposed assessment year. In the event that the adjustment percentage should be equal to or less than 100 percentum, the maximum annual assessment for the proposed assessment year shall be the same as or equal to the original maximum annual assessment specified herein.

From and after January 1, 1989, the maximum annual assessment for any succeeding year may be increased above that established by the Consumer Price Index formula provided that any such increase shall be the assent of at least two-thirds of the votes cast by each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

The Association's Board of directors shall, after consideration of current costs and future needs of the Association, fix the actual annual assessment for any particular year at an amount not to exceed the applicable maximum annual assessment. However, if the Board of Directors should fix such annual assessment at an amount less than the maximum annual assessment and it is subsequently determined by the Board that the amount assessed will not be sufficient, the Board shall have the power to make supplemental annual assessments but in no event shall the sum of the initial and supplemental annual assessments in any one year exceed the applicable maximum. Should the Board of Directors fail to fix the annual assessment for any particular year, the prior year's assessment shall be continued automatically until such time as the Board shall act.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized by Section 3 hereof, the Association's Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of: construction or reconstruction on the Association Properties; unexpected maintenance, repair or replacement of the Association Properties and capital improvements thereon, if any, including the necessary fixtures and personal property related thereto; additions to the Association Properties; necessary facilities and equipment to offer the services authorized herein; provided, however, that any such assessment shall have the assent of two-thirds of the votes cast by each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. Such special assessments in any one year may not exceed a sum equal to the amount of the

annual assessment for such year except for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss and may not be used to fund the reserve for maintenance, repairs or replacement of those portions of the Association Properties that must be replaced on a periodic basis.

Section 5. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided for in Section 3 and 4 of this Article V, the presence at the meeting of members or of proxies entitled to cast sixty percent of the votes of each class of members shall constitute a quorum. If the required quorum is not forthcoming at the first meeting called, not more than two subsequent meetings may be called, subject to the notice requirements set forth in said Sections 3 and 4, and the required quorum at any such subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. Unless otherwise expressly provided herein or in any supplemental Declaration regarding property of a different character, both annual and special assessments shall be fixed at a uniform rate.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article V shall be established on a calendar year basis and shall commence as to all Lots on the first day of the year following conveyance to the Association of the Association Properties subjected to this Declaration simultaneously with such Lots or January 1, 1989, whichever event shall first occur. Each such annual assessment shall be adjusted according to the number of months remaining in the calendar year. Each such adjusted assessment shall be paid by the owner to the Association in an annual installment unless otherwise provided by the Association's Board of Directors. Thereafter, the Board of Directors shall fix the amount of the annual assessment and send written notice of same to every owner subject thereto at least 30 days in advance of each annual assessment period. Unless otherwise provided by the Board of Directors, the entire annual assessment for each Lot shall become due and payable on the first day of each year during the assessment period and shall be paid to the association when due without further notice from the Association. The due date of any special assessment shall be fixed in the resolution authorizing such special assessment. The Association shall, within five days after written request therefore, furnish to any member liable for an assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Association's Board of Directors, may be made for the issuance of such certificates. Any such certificate shall be conclusive evidence, against all but the member, of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of the Association.

(a) If an assessment is not paid on or before the date when due (being the dates specified in Section 7 thereof, unless otherwise provided by the Board of Directors), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the member which shall bind such Lot in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the member to pay such assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. If such successors in title assumes such members personal obligation, such member shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such member and such successors in title assuming such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such member and such successors in title creating the relation of principal and surety as between themselves.

(b) If an assessment is not paid within 30 days after the due date, such assessment shall bear interest from said due date at the rate of twelve percent (12%) per annum, and the Association may bring legal action against the member personally obligated to pay the same or foreclose its lien against such member's Lot, in which event, interest, costs and attorney's fees equal to fifteen percent (15%) of the principal amount shall be added to the amount of such assessments as may be due. Each member, by his acceptance of a deed to his Lot, vests in the Association the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. The lien provided for in this Article V shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the members, shall have the power to bid in the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Properties and facilities or by abandonment of his Lot.

(c) If an assessment is not paid on or before the date when due, the Association may also suspend the voting rights and right to use any Association recreational facilities of the delinquent member. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on such member's Lot in favor of the Association.

Section 9. Subordination of the Charges and Liens to Mortgages.

(a) The lien of the assessments and charges provided for herein (annual, special or otherwise) is hereby made subordinate to the lien of any first mortgage

placed on the Lots subject to assessment if, but only if, all assessments and charges with respect to such Lots authorized herein having a due date on or prior to the date such mortgage is filed for record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged Lot pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged Lot pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged Lot of his personal obligation to pay all assessments and charges coming due at a time when he is the owner of such Lot; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such Lot to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous owner of such Lot or the then owner of such Lot from Liability for any assessments or charges authorized hereunder coming due after such sale or transfer.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use; and

(b) All Association Properties; provided, however, that no land or improvement devoted to dwelling or commercial use shall be exempt from said assessments, charges and liens.

Section 11. Working Capital Fund. A working capital fund may be established in the discretion of the Board of Directors for the initial period of operations equal to one-sixth of annual assessments for each Lot. Each Lot's share of the working capital fund shall be collected and transferred to the Association upon thirty (30) days notice by the Association that such fund is required and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each Lot not theretofore conveyed to a purchaser by the Declarant sixty (60) days after the date on which the first Lot in any particular phase is so conveyed shall be paid to the Association by the Declarant within ten (10) days after said 60th day, in which event the declarant shall be entitled to reimbursement therefore upon closing of the sale of each such Lot thereafter. The purpose of the working capital fund shall be to insure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the

Association. Amounts paid into the working capital fund shall not be considered as advance payment of any annual or special assessments.

ARTICLE V I. ADMINISTRATION

Section 1. Responsibility for Administration. The administration of the property subject to the jurisdiction of the Association, the maintenance, repair, replacement and operation of the Association Properties and facilities and those acts required of the Association by this Declaration shall be the responsibility of the Association. In discharging its responsibilities hereunder, the Association shall have a reasonable right of entry upon each Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance, repair, replacement and operation of the Association Properties and facilities. Such administration shall be governed by this Declaration and the Association's Articles of Incorporation and By-Laws, as amended from time to time. The powers and duties of the Association shall be those set forth in said documents, together with those reasonably implied to effect its purposes, and shall be exercised in the manner provided herein.

Section 2. Management Agreements. The Association may enter into such management agreements as may be necessary or desirable for the administration and operation of the property subject to the jurisdiction of the Association. Such management agreements shall be entered into pursuant to resolution duly adopted by the Association's Board of Directors, each of which shall provide therein: the compensation to be paid; the term thereof which shall not exceed one year, renewable by agreement of the parties for successive one year periods; the termination thereof by either party without cause or payment of a termination fee on ninety (90) days or less written notice; the termination thereof by either party for cause on thirty (30) days written notice; and such other matters as may be agreed upon which are not inconsistent with the terms of this Declaration or the Association's Articles of Incorporation and By-Laws, as amended from time to time. Copies of any management agreement then currently in effect shall be made available for inspection by the members, each of whom shall be bound by the terms and conditions thereof. Should the Association enter into a management agreement as provide for above and thereafter, upon the expiration of same, assume self management of the property subject to its jurisdiction, such action shall require the prior consent of owners of at least two-thirds (2/3) of the Lots.

Section 3. Limitation of Liability; Indemnification. Notwithstanding the duty of the Association to maintain, repair and replace parts of the Association Properties and facilities, the Association shall not be liable for injury or damage caused by any latent condition of the Association Properties and facilities nor for injury or damage caused by the elements, its members or other persons; nor shall any officer or director of the Association be liable to any member for injury or damage caused by such officer or director in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer or director. Each officer or director of the Association shall be indemnified by the Association against all expenses and liabilities, including

attorneys; fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been such an officer or director, or any settlement thereof, whether or not he is such an officer or director at the time such expenses and liabilities are incurred, except in such cases wherein the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interests of the Association.

ARTICLE V I I. INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. Unless otherwise first approved in writing by the owners of at least two-thirds (2/3) of all lots sold, the Association's Board of Directors shall obtain insurance for all insurable improvements on the Association Properties, including fixtures and building services equipment, to the extent that they are a part of the Association Properties and facilities, as well as common personal property and supplies, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full, current replacement cost, less ordinary deductible amounts, of any repair or reconstruction in the event of damage or destruction from any such hazard. If reasonably available, such policies shall include an agreed amount and inflation guard endorsement. The Board of Directors shall also obtain a public liability policy covering all Association properties and facilities for the hazards of premises operations or actions arising out of bodily injury, property damage, false arrest, invasion of privacy and libel and slander caused by the negligence of the Association or any of its agent, which public liability policy shall be at least \$1,000,000.00 single limit as respects the hazards enumerated herein. All policies must provide that they may not be cancelled or substantially modified by any party without at least ten (10) days prior written notice to the Association. Premiums for all such insurance shall be common expenses paid for by the Association.

Section 2. Damage and Destruction. (a) Immediately after any damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly appointed agent shall proceed with the filing and settlement of all claims arising under such insurance, obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property and, if such damage or destruction is substantial, provide written notice of same to each mortgagee having an interest therein whose name and address have theretofore been furnished to the Association together with a written request for such notice. Repair or reconstruction, as used in this Article, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty, unless otherwise first approved by the owners. Subject to subsection (c) hereof, all such damage or destruction shall be repaired or reconstructed as soon as practicable after any such casualty shall occur. The Association's Board of Directors may advertise for sealed bids from and may

negotiate with an licensed contractors for such repair or reconstruction and may enter into such contract or contracts for such repair or reconstruction as it may deem necessary or advisable. The contracting party or parties may be required to provide a full performance and payment bond for such repair or reconstruction.

(b) In the event that the insurance proceeds paid to the Association are not sufficient to defray the cost of such repair or reconstruction, the Association's Board of Directors shall have the authority to and shall, subject to subsection (c) hereof, levy a special assessment against all owners in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Assessments for such purpose may be made, without a vote of the members, at any time during or following the completion of any repair or reconstruction. The Association may also borrow and pledge Association assets, including recreational property for this purpose. Any lender relying on such security may take it or real property without claim by subdivision lot owners, either legal or equitable, provided that such borrowing of funds is authorized by a corporate resolution. Pursuant to this provision, any lender, title insurance company or attorney shall be indemnified by the Association and owners of lots within the subdivision from any claim whatsoever related to the pledging of Association real and personal property.

(c) In the event of damage or destruction by fire or other casualty to all or any part of the Association Properties and facilities, such damage or destruction shall be repaired or reconstructed, unless within sixty (60) days after such casualty, an instrument requesting that the damage or destruction not be repaired or reconstructed is signed by members of the Association entitled to cast at least eighty percent (80%) of the votes of each class of members and filed with the Association's Board of Directors, in which event the damaged or destroyed area or areas shall be cleaned up and maintained in a neat and attractive condition. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction is not made available to the Association within said period of sixty (60) days after the casualty, then such period shall be extended until such information shall be made available to the Association; provided, however, that said period of time shall in no event exceed one hundred twenty (120) days after the casualty. No mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed except that insurance proceeds paid as a result of damage or destruction to all or any part of the Association Properties and facilities shall not be used for other than repair or reconstruction unless otherwise first approved by the owners and approved in writing by the holders of at least two-thirds (2/3) of all owners of subdivision lots.

Section 3. Fidelity Bonds. The Association's Board of Directors shall obtain and maintain blanket fidelity bonds for all officers, directors and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. Where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds shall be required for it officers, employees and agents handling or responsible for funds of, or

administered on behalf of, the Association. The total amount of fidelity bond coverage shall be determined from time to time by the Board of Directors not less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bond be less than a sum equal to three months' aggregate assessments on all Lots plus reserve funds. Fidelity bonds required hereby shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all such bonds (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense. Such bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association.

ARTICLE V I I I. CONDEMNATION

Section 1. Procedure. Whenever all or any part of the Association Properties shall be taken (or conveyed in lieu of or under threat of condemnation by any authority having the power of condemnation or eminent domain, the Association shall represent the Lot owners in any condemnation proceedings and in negotiations, settlements and agreements with the condemning authority for acquisition of the Association Properties, or any part or parts thereof. The award made for such taking shall be payable to the Association for the use and benefit of the Lot owners and their mortgagees as their interests may appear. If the taking involves a portion of the Association Properties on which improvements have been constructed, then, unless within sixty(60) days after such taking and instrument signed by owners of at least two-thirds (2/3) of the Lots should provide otherwise, the Association shall replace such improvements so taken on the remaining land included in the Association Properties to the extent that lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be replaced, the provisions of Article V I I above regarding the disbursement of funds with respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Association Properties, or if there is a decision made not to replace, or if there are funds remaining after any such replacement is completed, then such award or funds shall be retained by the Association and used for such purposes as the Board of Directors of the Association shall determine.

IX. EASEMENTS

Except with prior written permission from DEVELOPER, or when so designated by DEVELOPER, from the Architectural Committee, drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers an/or utility easements as designated herein, or as may hereafter appear on any plat of record in which

reference is made to these covenants. DEVELOPER may cut drain ways for surface water wherever and whenever such action may appear to DEVELOPER to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots. The provisions hereof shall not be construed to impose any obligation upon DEVELOPER to cut such drain ways.

X. GENERAL

A. Grantee's Acceptance: The grantee of any Parcel subject to the coverage of these Restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from DEVELOPER or a subsequent owner of such Parcel, shall accept such deed or other contract upon and subject to each and all of these Restrictions herein contained.

B. Indemnity for Damage: Each and every Parcel Owner and future Parcel Owner, in accepting a deed or contract for any Parcel subject to these Restrictions, agrees to indemnify DEVELOPER for any damage caused by such Owner, or the contractor, agent or employees of such Owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon.

C. Severability: Every one of the provisions and restrictions herein contained is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions. Invalidation by any court of any provision or restriction in the Declaration shall in no way affect any of the other provisions or restrictions which shall remain in full force and effect.

D. Right of Developer to Modify Restrictions With Respect to Unsold Parcels: With respect to any unsold Parcel, DEVELOPER may include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these Restrictions as DEVELOPER in his discretion desires.

E. Developer does hereby make it known that no amenities such as pool or tennis court will be installed until twenty-five houses have been constructed within said subdivision. This provision is made in order that proper security may be maintained concerning said improvements for the benefit and enjoyment for all that may reside inside said subdivision. The stockholders of the corporation developing said subdivision reserve unto themselves individually the right to use for themselves and their families the amenities inside said subdivision provided said usage does not interfere with the

usage by the owners. Said stockholders and families shall not be assessed any fee in relation to these usage rights at any time.

F. Duration and Extension: The Restrictions contained in this Declaration shall run with and bind the Property, shall insure to the benefit of and shall be enforceable by DEVELOPER, the Architectural Committee, and the Owner of any Parcel included in the Property, their respective legal representatives, heirs, successors and assigns twenty (20) years from date, after which time said Restrictions can be renewed and extended, either in whole or in part, for successive periods of ten years, if signed by two-thirds (2/3) of the owners and is filed for recording among the Deed Records of Forsyth County, Georgia; and provided that each such agreement shall specify which such covenants and restrictions are so renewed and extended and the term for which they are renewed.

G. Enforcement: In the event of a violation or breach of any of these Restrictions, or any amendments thereto by any Owner, or family or agent of such Owner; the Owner (s) of Parcel (s), DEVELOPER, their successor and assigns, or any party to whose benefit these Restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure of the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

H. Interpretation by Developer: DEVELOPER shall have the right to construe and interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

I. No Waiver: The failure of any party entitled to enforce any of these Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior to or subsequent thereto.

J. Upon installation of a proposed pool, tennis court street lighting at specifications and dimensions to be determined solely in the discretion of Cumming-Forsyth Enterprises, Inc. Declarant and Developer, and further upon the Developer creating a non-profit corporation previously referred to as the Association, Developer and Declarant shall have no further duty regarding said improvements or Sherwood Forest Homeowners Association. Said duties are expressly assumed by the Homeowners Association to be created pursuant to this Declaration of Covenants, said duties commencing upon completion of said amenities and deeding of same to the Homeowners Association. Said amenities and properties to be conveyed to the

Association shall be subject to any development loan currently in existence or as may be modified by Declarant and Developer in the course of developing the involved subdivision.

IN WITNESS WHEREOF, DEVELOPER has caused these Restrictions to be properly executed this _____ day of _____, 1988

CUMMING-FORSYTH ENTERPRISES, INC.

BY: _____

Witness

Notary Public