

BOOK 1129  
1370 00708

DATE-CLERKED

Please return to: 2007 JUL 24 AM 10: 53  
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Attorneys at Law  
P. O. Drawer 766  
St. Marys, GA 31558

C8924

STATE OF GEORGIA  
COUNTY OF CAMDEN

Re: Covenants recorded  
in Deed Book 1129, page  
431, Camden County, Georgia  
Records.

SECOND AMENDMENT TO COVENANTS AND RESTRICTIONS  
SHEFFIELD WEST SUBDIVISIONS

THIS AMENDMENT is made this 19th day of July, 2007, by  
ROYAL OAKS DEVELOPMENT VENTURE, INC., a Georgia corporation.

W I T N E S S E T H:

WHEREAS, the undersigned party is the Declarant in the Declaration of  
Covenants and Restrictions applicable to Sheffield West - Phase I and Phase II  
Subdivisions, as set forth below; and

WHEREAS, pursuant to Paragraph 3 of Article V of such covenants and  
restrictions, such Declaration may be extended, amended, cancelled, or  
annulled at any time by the Declarant, so long as the Declarant is the owner of  
at least one Lot in the Property; and

WHEREAS, Declarant is presently the owner of at least one Lot in the  
Property; and

WHEREAS, it is deemed to be to the best interest, benefit and advantage  
of the present Owners of Lots in said subdivision and to each and every person  
who shall hereafter purchase any of the Lots, that the Declaration be amended;

NOW, THEREFORE, for and in consideration of the premises and of the  
benefits to be derived by the undersigned and each and every current and  
subsequent Owner of any of the Lots, the undersigned Declarant does hereby  
amend that Declaration of Covenants and Restrictions by Royal Oaks  
Development Venture, Inc., a Georgia corporation dated March 28, 2005,  
recorded in Deed Book 1129, page 431, as amended by instrument recorded in  
Deed Book 1247, page 726, Camden County, Georgia, records, as follows:

1.

By deleting paragraph 1 of Article I and inserting in lieu thereof the  
following:

"1. "Architectural Committee" shall mean Joseph T. Stover, III, Roger  
Sutton, Danny Thomas, and Hamp Howell, or any party or parties named by a  
majority of the Architectural Committee in a written instrument referencing  
these covenants, properly executed and recorded in the deed records of

Camden County, Georgia. Until such designation is properly recorded in the deed records of Camden County, Georgia, it shall have no effect."

2.

By deleting paragraph 9 of Article I and inserting in lieu thereof the following:

" 9. "Property" shall mean and refer to all those lots, tracts, or parcels of land lying and being in the 1606th G. M. District, Camden County, Georgia, more particularly described as follows:

TRACT ONE

All of Sheffield West - Phase I Subdivision, as more fully and accurately shown and described on that certain plat of survey by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated March 17, 2005, recorded in Plat Drawer 18, Map No. 45, Camden County, Georgia, records;

TRACT TWO

All of Sheffield West - Phase II Subdivision, as more fully and accurately shown and described on that certain plat of survey by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated February 17, 2006, recorded in Plat Drawer 20, Map No. 25, Camden County, Georgia, records;

together with any additional property added by amendment to these covenants and restrictions."

3.

By adding the following to paragraph 1 of Article II:

"In addition to other requirements herein, a landscape/clearing plan must be submitted by the Owner to the Architectural Committee before any clearing is done on a Lot. The unauthorized removal of any tree shall entitle the Association to recover from the Owner of the Lot from which tree is removed the sum of \$100.00, such sum to apply separately to each tree so removed. Any other vegetation removed without approval of the Architectural Committee shall entitle the Association to recover from the Owner of such Lot the sum of \$100.00 for each 100 square feet or fraction thereof removed.

At the time of submittal of plans, specifications, and other requirements of this Article in conjunction with the erection of any structure to the Architectural Committee, the applicant shall deposit the sum of \$2,000.00 with it to guarantee compliance with any requirements of the Architectural Committee in the event construction occurs. Such amount shall be refunded to the applicant upon full compliance with such requirements when such construction is completed.

4.

By deleting paragraph 9 of Article II and inserting in lieu thereof the following:

"9. Exterior. Whenever concrete, concrete blocks, cinder blocks or other fabricated masonry block units are used for the foundation of a structure, such blocks shall be veneered with brick, tabby, or stucco or other material over their entire surface exposed above finished grade, as may be approved by the Architectural Committee. No vinyl siding or log cabin type exterior material shall be allowed to be placed or to remain on any building in the Property."

5.

By adding a new paragraph 11 to Article II, to read as follows:

"11. Culverts. Each Owner shall insure the installation and maintenance of a culvert connecting such Owner's Lot to the street in connection with the building or maintaining of any structure on such Lot. Such culvert shall be installed and maintained in compliance with the subdivision drainage plan maintained by the Architectural Committee."

6.

By deleting paragraph 1 of Article IV and inserting in lieu thereof the following:

"1. Creation of Homeowners Association. Declarant has formed and incorporated a non-profit Georgia corporation known as Sheffield West Homeowners Association, Inc. Such corporation has been formed to provide for maintenance and preservation of the Lots and Common Areas, as well as any entrance structures and roads within the Property, and is authorized and obligated to perform such duties, as well as all other duties set forth in this Declaration. The Association is authorized to enter into agreements with other entities, including Sheffield Plantation Homeowners Association, Inc., for the maintenance of roads adjoining or serving the Property. It is intended that the roads within the Property shall remain unpaved."

The remainder of the previously described Declaration of Covenants and Restrictions shall remain in full force and effect.

Declarant warrants that it is presently the owner of at least one Lot in the Property.

"The Association shall also be responsible for power to and maintenance of the sign, well, and pump located in the northeasterly corner of Lot 4 of Sheffield Plantation Phase IV Subdivision, the well and pump to be used to maintain the level of the lake on the Property for fire protection and beautification of the Property, and for the irrigation of adjacent Sheffield Cemetery."

7.

By deleting paragraph 19 of Article III and inserting in lieu thereof the following:

"19. Lake Use and Maintenance. Except as provided herein, access to the lake on the Property shall be limited to the Owners of Lots adjoining such lake, together with their guests. Any descendants of Lillian Stover Sheffield shall have the right in perpetuity to fish in such lake, and shall have access to it across the northerly portion of Lot 1 of the subdivision. No swimming, gas-powered motorized boating, or commercial use of any kind shall be permitted on the lake within the Property. No Owner shall construct any bulkheads, docks, piers, or other similar facilities into a lake without the written approval of the Architectural Committee. No Owner shall have any right to pump or otherwise remove any water from the lake for the purpose of irrigation or other use, except for the irrigation of trees and plants within Sheffield Cemetery. No person shall place rocks, stones, trash, garbage, sewage, waster water, rubbish, debris ashes or other refuse in the lake. Every Owner of a Lot which includes a portion of the lake shall be responsible for controlling the growth and eradication of plants, fungi, etc., in that portion of the lake owned by such Owner, and such Owner shall also be responsible for controlling the height, grade and contour of that portion of the embankment of the lake located on the Lot of such Owner. Each Owner of any Lot or Lots abutting the lake within the subdivision shall, by virtue of having acquired such property, be deemed to have assumed all obligations and responsibilities for maintenance with respect to such Lot or Lots and to have agreed to hold Declarant and the Architectural Committee harmless from suits, judgments, damages, liability, and expenses in connection with any loss of life, bodily or personal injury, property damage, or any other damage arising from or out of occurrences in, upon, or from any portion of the lake owned by such Owner, or occasioned wholly or in part or by any act or omission of such Owner or of such Owner's guests, contractors, employees, servants, licensees, or invitees, but not including liability occasioned wholly or in part by any act or omission of the Declarant."

The remainder of the previously described Declaration of Covenants and Restrictions shall remain in full force and effect.

Declarant warrants that it is presently the owner of at least one Lot in the Property.

IN WITNESS WHEREOF, the Declarant has hereunto set the hands and seals of the respective officers on the year and day first above written.

1370 00711-A

Royal Oaks Development Venture, Inc., a  
Georgia corporationBy: [Signature] (SEAL)  
Its PresidentAttest: [Signature] (SEAL)  
Its SecretarySigned, sealed, and delivered in  
the presence of:Vivian VanDaele

Witness

Kimberly A. Bernich  
Notary Public 7/18/07State of Florida  
Clay County  
Personally KnownKIMBERLY A. BERNICH  
Notary Public, State of Florida  
My comm. exp. Feb. 13, 2009  
Comm. No. DD 395882

Recorded JUL 24 2007

[Signature]  
Clerk Superior Court