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STATE OF GEORGIA
COUNTY OF CAMDEN

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

SHEFFIELD WEST - PHASE I SUBDIVISION

THIS DECLARATION is made this 28th day of March,
2005, by ROYAL OAKS DEVELOPMENT VENTURE, INC., a Georgia
corporation (hereinafter referred to as "Declarant");

W I T N E S S E T H:

WHEREAS, a subdivision known as Sheffield West - Phase I has
been platted on the real property described in Article I of this
Declaration; and

WHEREAS, the undersigned desires to subject such subdivision
property to the protective covenants, conditions, and
restrictions hereinafter set forth, which are for the purpose of
protecting the value and desirability of said property and for
the benefit of the present and subsequent Owners of the Property;

NOW, THEREFORE, the undersigned hereby declares that the
real property described below is hereby subjected to this
Declaration and is and shall be held, transferred, sold,
conveyed, used, occupied and mortgaged or otherwise encumbered
subject to the protective covenants, conditions, restrictions,
and easements hereinafter set forth. Every grantee of any
interest in such property shall take subject to this Declaration
and to the terms and conditions hereof and shall be deemed to
have assented to said terms and conditions.

ARTICLE I

DEFINITIONS

1. "Architectural Committee" shall mean Joseph T. Stover,
III, or any party or parties named by the Architectural Committee
in a written instrument referencing these covenants, properly
executed and recorded in the deed records of Camden County,
Georgia. At any time the death of the said Stover, Owners of a
majority of Lots may designate in writing the names of the
persons to serve as the Architectural Committee; until such
designation is properly recorded in the deed records of Camden
County, Georgia, it shall have no effect.

2. "Association" shall mean and refer to Sheffield West Homeowners Association, Inc., a Georgia corporation, its successors and assigns.

3. "Builder" shall mean Terry Stover Construction, Inc., a Georgia Corporation, or its assigns.

4. "Common Area" shall mean and refer to all property (including improvements thereof) owned by the Association for the common use and enjoyment of the Owners.

5. "Declarant" shall mean and refer to Royal Oaks Development Venture, Inc., a Georgia corporation, its successors and assigns.

6. "Lot" shall mean and refer to any numbered plot of land as designated on the plat referred to herein.

7. "Mortgage" shall include chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust and any and all other similar instruments given to secure the payment of an indebtedness.

8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, excluding, however, those having such interest merely as security for the performance of an obligation.

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

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;

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

ARTICLE II.

ARCHITECTURAL CONTROL AND CHARACTER OF BUILDINGS

1. Approvals. No building, fence, wall or other structure shall be erected, constructed, altered or maintained upon any portion of any Lot unless plans and specifications, elevations, plot plans, elevations, and description of construction methods therefor shall have been submitted to and approved by the Architectural Committee as to conformity and harmony of external finishes, color, design, general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations. Approvals shall be granted or denied in the sole discretion of the Architectural Committee. Any member of the Architectural Committee shall acknowledge receipt of any submission by signing and dating the plans and specifications.

In the event the Architectural Committee fails to approve or disapprove any plans and specifications within 30 days after submission to it, approval will not be required and this Article will be deemed to have been fully complied with as to such plans and specifications.

2. Builder Permission. No person or entity, including Owners, shall perform any construction on the Property without the written permission of the Builder or land disturbing activities of any kind, it being intended that the Builder shall be the sole contractor on the Property for any such work done on the Property. Should the Builder cease business, the Architectural Committee may approve others to perform construction on the Property.

3. Minimum Sizes. No residence building shall be erected or maintained on the Property which has an enclosed, heated square foot area exclusive of porches, patios and garages of less than 1800 square feet for one-story dwellings and 2000 square feet for two-story dwellings. Any dwelling with a "bonus room" or other enclosed room whose floor is more than 3 feet above the level of the main floor of the building shall be considered a two-story dwelling for the purpose of this paragraph.

4. Garages. No residence building shall be erected with a garage unless such garage is fully enclosed; no carports or open shelters for the parking of vehicles shall be allowed on the Property.

5. Occupancy During Construction. No building, any part of which is designed for residence dwelling purposes shall be occupied while in the course of original construction, or until made to comply with all of the conditions set forth herein.

6. Construction Diligence; Prohibitions. The construction of any structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed. No building constructed elsewhere shall be moved to, placed or maintained on any Lot unless approved in writing by the Architectural Committee. No shack, modular home, manufactured housing, house-trailer, barn, garage or other similar structure shall be used at any time as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted on any Lot.

7. Setback Lines. All buildings shall be located within the building setback lines indicated on the recorded subdivision plat for each Lot. The Architectural Committee may increase the building setback lines in its discretion as a part of its approval of any structure. Where, by reason of the contour of any particular Lot, building costs will be materially affected by compliance with the building line requirements, or where, by reason of such contour, the beauty of the development as a whole

will be adversely affected, such building line restrictions may be reduced by written consent of the Architectural Committee and the Owners of all Lots bordering the Lot for which a variance is requested.

8. Structural Defects. The Architectural Committee shall not be responsible for structural defects in any plans or specifications, nor in any structure erected in accordance with such plans or specifications, nor shall Declarant or the Architectural Committee by reason of having approved the plans for any building be responsible for any violation of building codes, county or city ordinances, restrictions, covenants, conditions, and easements which may affect such building.

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

10. Design Standards. The Architectural Committee shall make available to each Owner, upon request, its design standards for the Property, including permissible building materials, landscaping, grading, design details, roof pitch, foundations, exterior colors, and driveways. Such design standards shall include a requirement that all mailboxes be of the same design, size and color, and that the minimum roofs pitch on any structure shall be 6/12. No vinyl siding shall be permitted, but vinyl eaves and porch ceilings shall be allowed.

ARTICLE III.

USE RESTRICTIONS

1. Use. All Lots shall be for single-family residential purposes only.

2. Occupancy. Prior to the occupancy of any Lot for residential purposes, the improvements constructed or to be construed thereon must be completely finished on the exterior and all the lawn which is visible from any street must be planted with grass or have other suitable ground cover.

3. Storage of Building Materials. No lumber, brick, stone, cinder block, or any other building materials, scaffolding, or any other thing used for building purposes, shall be stored on any portion of the Property except for purposes of construction, and shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

4. Trailers, Boats and Motor Vehicles. No mobile home, trailer of any kind, tent or similar structure shall be kept, placed, stored, maintained, constructed, or repaired on any Lot;

nor shall any motor vehicle or motorcycle-type vehicle be constructed, reconstructed, or repaired upon any portion of the Property. A motor home, truck, camper, trailer, or boat owned by the Owner of a Lot may be kept, placed or stored only on a concrete pad on the Lot behind the dwellings or in a completely enclosed garage. The provisions in this paragraph shall not apply to emergency vehicle repairs.

5. Clothes Drying Facilities and Air Conditioners. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any portion of the Property. Window mounted air conditioners shall not be permitted on any Lot.

6. Antennas. Except as provided herein, no antennas of any type shall be permitted on the roofs or yards of any Lot. One satellite dish, not more than 18 inches in diameter, may be placed on a Lot, so long as it is kept away from the front of the house on such Lot and placed so that it is not visible from the street.

7. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property, and no odors shall be permitted to arise therefrom, so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot. Residents shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort or annoyance to Owners and residents of other property made subject to this Declaration. Noxious or offensive activities shall not be carried on upon any Lot.

8. Trash Containers and Collection. No garbage or trash shall be placed or kept on any portion of the Property except in covered containers. In no event shall such containers be maintained so as to be visible from neighboring Property, except to make the same available for collection, and then, only the shortest time reasonably necessary to effect such collection.

9. Pools and Tanks. No above ground swimming pools shall be maintained on the Property. No exposed above-ground tanks will be kept on any Lot for the storage of fuel, water, or any other substance except those approved in writing by the Architectural Committee, and no such tank shall be allowed in any area between the rear line of a house and the street in front of such house. All such tanks shall be shielded in such a manner as to be hidden from view from any street.

10. Signs. No signs will be placed on any Lot except professionally lettered signs advertising a home and/or Lot for

sale or rent. Such signs shall not be more than 24" x 30" in size, and no more than one such sign shall be placed on any one Lot at the same time. Any such sign shall be mounted in a location separate from the house or any other structure. No sign shall be attached to any tree or shrubbery.

11. Minerals. None of the Property shall be used for the purpose of exploring for, taking therefrom, or producing therefrom, gas, oil or other hydrocarbon substances.

12. Off-Street Parking. Adequate off-street parking shall be provided by the Owner of any Lot for the parking of automobiles or other vehicles owned by such Owner, and no Owner shall park or allow to be parked his automobiles or other vehicles on the adjacent roads and streets as a matter of course.

13. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any portion of the Property. All shrubs, trees, plants and lawns will be maintained in a neat and orderly manner and in keeping with the rest of the Property in the subdivision.

14. Animals and Pets. No poultry house or yard, rabbit hutch or other structure for the care, housing, or confinement of any animal or bird except horses shall be constructed or allowed to remain on any Lot. No animal or bird, except horses or of a kind which is customarily kept as a domestic pet, shall be kept in any residence or on any Lot. No animal or pet shall be kept, bred, or maintained for any commercial purpose; and no animal or pet shall be kept so as to endanger the health or unreasonably disturb the Owners of any Lot or any resident thereof.

15. Failure to Maintain. Upon the failure to maintain any Lot in a neat and attractive condition, the Architectural Committee or its authorized agent may after 10 days' written notice to the Owner, enter upon such Lot during daylight hours Mondays through Saturdays and have the grass, woods, and other vegetation cut when, and as often as the same is necessary in its sole judgment, and may have dead trees, shrubs and other plants removed. The Owner of such Lot shall be personally liable to the Architectural Committee for the cost of any such maintenance.

15. Restriction on Subdividing. No re-subdivision shall be made on any Lot if the effect of such re-subdivision shall serve to increase the total number of Lots in said subdivision. Nothing in this section shall prohibit the combining of more than one Lot into one building site.

16. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code,

regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

17. Trees. No trees on any Lot which are greater than 8 inches in diameter, measured 4.5 feet above ground level, shall be destroyed unless reasonably necessary for the construction of a home or driveway or to protect the safety or welfare of any Owner.

18. Easements. Easements are reserved as indicated on the plat referred to in Article I, and any subsequent plats of property added to the subdivision for the purposes indicated on such plats. There shall be no clearing of any kind in the buffer area bordering the cemetery, as shown on the subdivision plat. Should any Owner allow such clearing, the Homeowners Association may require the return of such area to its natural appearance at the expense of such Owner, which expense, if incurred by the Association shall constitute a lien on such Owners property and be enforced as other liens provided in this Declaration.

19. Lake Use and Maintenance. Access to any lake on the Property shall be limited to the Owners of Lots adjoining such lake, together with their guests. No swimming, motorized boating or commercial use of any kind shall be permitted on any 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 any lake for the purpose of irrigation or other use. 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.

ARTICLE IV.

HOMEOWNERS ASSOCIATION

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. It is intended that the roads within the Property shall remain unpaved.

2. Membership and Voting Rights. Every Owner of a Lot which is subject to the Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, which shall be entitled to a number of votes equal to the total number of Lots subject to the Declaration plus one. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs later:

- (a) the sale and conveyance by Declarant of all its Lots from the Property; or
- (b) on December 31, 2015.

3. Obligation of Members. Each member of the Association shall be obligated to pay to the Association any and all dues and special assessments authorized by this Article.

4. Dues. Each member shall be assessed and shall pay the Association annual dues in an amount to be determined, from time to time, by the board of directors of the Association. The initial dues shall be \$400.00 per year per Lot owned. Such annual dues shall be due and payable by each Owner on January 1 of each calendar year, beginning January 1, 2006. Declarant shall pay dues for only one Lot, regardless of the number of Lots owned by it; but should any Lot be sold by Declarant, dues for the appropriate share of the remainder of that calendar year shall be paid by the Purchaser of such Lot. The failure of any member to pay his

or her annual dues, when due, shall result in the immediate suspension of such member's rights and privileges as a member, specifically including, but not limited to, such member's rights to and use of the Common Areas until all past due annual fees of such member pursuant to this Article have been brought current and paid in full.

5. Special Assessments. The board of directors of the Association, by resolution adopted by majority of the full board, may from time to time establish and set special assessments against the members for the purpose of promoting the recreation, health, safety, and welfare of the members and their tenants and, in particular, for the servicing, improvement and maintenance of the common areas; and for the maintenance of the landscaped areas of the Property including, but not limited to, the payment of taxes and insurance thereon and repair, replacement of additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of any special assessments established and set by the board of directors under this section as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the common areas. All such special assessments shall be divided between the members equally and shall be due and payable to the Association upon such date as may be set by the board of directors in their sole discretion.

6. Assessment Notice. The board of directors of the Association shall send written notices of any special assessments levied pursuant to Section 5 of this Article and the amount of such assessment to each member at least 45 days in advance of the due date of such special assessment. Unless otherwise provided by the board of directors stated in such notice, the entire amount of the special assessment shall become due and payable to the Association upon the date set forth in said written notice.

7. Effect of Nonpayment of Assessments; Remedies of the Association. If any annual dues or any special assessment is not paid on or before the date when due then such annual dues or assessments shall at once become delinquent and shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or 12% per annum; and the Association may bring legal action against the member personally obligated to pay the same, in which event, interest, costs and reasonable attorney's fees for any such action shall be added to the

amount as may then be due. The Association may record a claim of lien of record in the County and thereafter foreclose the claim of lien against the Lot. Each member by virtue of his or her membership in the Association and his or her acceptance of the rights and privileges of membership therein invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt, which shall be in favor of the Association and shall be for the benefit of all other members. No member may waive or otherwise escape liability for any annual dues or any special assessments provided for herein by non-use of the recreational facilities or common areas.

8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by a mortgagee. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against all of the Lots as part of the annual budget.

9. Association Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments for a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

ARTICLE V.

GENERAL PROVISIONS

1. Enforcement. Declarant, the Architectural Committee, or any Owner shall have the right to enforce the covenants and restrictions contained herein and any other provision hereof by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants, conditions, restrictions or other provisions, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising by virtue thereof. In any such action, the prevailing party shall be entitled to recover from the other party all costs and attorneys fees expended by it. No failure by Declarant or any other to enforce

any of these covenants and restrictions or other provisions shall be deemed a waiver of the right to do so thereafter.

2. Duration. The provisions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant, or any Owner of any Lot subject to this Declaration, their respective heirs, legal representatives, successors and assigns, until 20 years from the date hereof. This Declaration may be renewed and extended, in whole or in part beyond said period for successive periods if such extension and renewal is approved as set forth below.

3. Amendment. This 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. Thereafter, this Declaration may be extended, amended, cancelled, or annulled at any time by the Owners of a majority of the Lots of the Property. No such amendment, extension, cancellation, or annulment shall be effective unless there is filed for record in the Office of the Clerk of the Superior Court of Camden County, Georgia, an instrument executed by Declarant or such Owners, whichever is appropriate under this paragraph, which shall state the terms of such action. The Declarant shall also have the right, until December 31, 2015, to add any additional land lying within the boundaries described in Deed Book 592, page 267, Camden County, Georgia, records, to the Property by executing and filing an amendment to these covenants. Such additional land may be added by one or more amendments by Declarant, which shall have the right to modify these covenants only as they would apply to such additional land.

4. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application hereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

5. Gender. The masculine gender shall be construed to include a female or any legal entity where the context so requires.

6. Captions. The captions of each Section hereof as to the contents of each Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Sections to which they refer.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument through its duly authorized officers and affixed its seal, the year and date first above set forth.

ROYAL OAKS DEVELOPMENT VENTURE,
INC., a Georgia corporation

By: [Signature] (SEAL)
Its President

Attest: [Signature] (SEAL)
Its Secretary

Signed, sealed, and delivered
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

