

SHEFFIELD HOMEOWNERS ASSOCIATION, INC.

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- 1) TITLE OF REAL ESTATE** **Pages 2-4**
(Dated 6/6/86)

- 2) DECLARATION OF RESTRICTIVE
COVENANTS** **Pages 5-14**
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(Dated 1/29/90)

Copies made 2/6/99
Distributed to Association Members February 1999.

2

149.00

1180.00

BOOK 812 PAGE 34

State of South Carolina

12734

GRANTEE'S ADDRESS:
4526 St. Andrews Rd.
Columbia, S.C. 29210

COUNTY OF LEXINGTON

KNOW ALL MEN BY THESE PRESENTS THAT I, Henry Rufus Meetze, Sr.

in the State of South Carolina for and
sum of Five Hundred Ninety Thousand and no/100 (\$590,000.00)
to me paid by R. J. Marsh
in the State of South Carolina
have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release
R. J. MARSH, HIS HEIRS AND ASSIGNS

FILED
JOHNIE O. TINDLE
CLERK OF COURTS
LEXINGTON, S.C.
JUN 9 11:19 AM '86

(See Exhibit A)

LEXINGTON COUNTY
SECONDARY TAX
PAID \$49.00
MARJORIE H. SHARPE
Treasurer

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY TAX
\$800.00

FILED
JOANIE O. TINDLE
CLERK OF COURTS
LEXINGTON, S.C.
JUN 9 11:19 AM '86

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY TAX
\$280.00

This property is being sold subject to the following covenant and restriction: No structures shall be erected on this land other than single family dwellings, and detached or attached garages of similar design; and no use shall be made of the property, or of any right or privilege appurtenant thereto, other than for single family private residential purposes. This covenant and restriction shall be forever binding on the grantee, his heirs and assigns and all other future owners of this property or any portion thereof. This restriction is not intended to prohibit the construction of clubhouses, tennis courts, swimming pools or other amenities associated with the construction of single family dwellings. Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said R. J. Marsh, his

Heirs and Assigns forever.

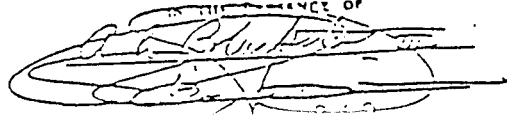
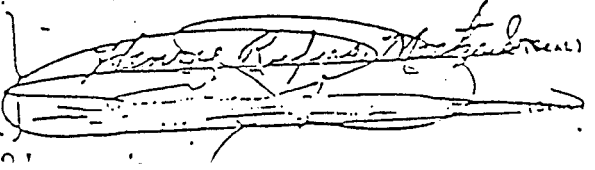
And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said R. J. Marsh

R. J. Marsh, His Heirs and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal this 6th day of June

in the year of our Lord one thousand nine hundred and eighty-six and in the two hundred and tenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF



3

STATE OF SOUTH CAROLINA

BOOK 812 PAGE 35

Dixland COUNTY.

PERSONALLY appeared before me Craig K. Davis
and made oath that he saw the within-named Henry Rufus Meetze
sign, seal and as his act and deed, deliver the within-written Deed for the uses and purposes therein
mentioned, and that he, with A. L. Blackstone, III witnessed the
execution thereof.

SWORN to before me this 6th day of June, 1986

Sharon K. Michael (L.S.)
Notary Public of S. C.
Comm. Exp. 10/20/90

STATE OF SOUTH CAROLINA }
_____ COUNTY.

NO RENUNCIATION OF POWER
IS NECESSARY

I

do hereby certify

unto all whom it may concern, that Mr.
the wife of the within-named

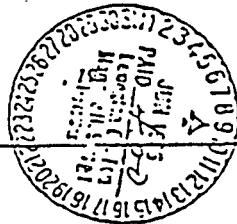
did this day appear before me, and upon being privately and separately examined by me, did declare that she does
freely, voluntarily and without any compulsion, dread or fear of any person or persons whatsoever, renounce, release
and forever relinquish unto the within-named

heirs

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the
premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____

Notary Public of S. C. (L.S.)



BOOK 812 PAGE 35

State of South Carolina
County of LEXINGTON

Henry Rufus Meetze
TO
R. J. Marsh

TITLE OF DEED ESTATE

I hereby certify that the within Deed was filed for
record in my office at 10:25 A.M. on
the 9th day of June
1986, and was formally returned upon the proper
indexes and duly recorded in Book 812
of Deeds, page 34

Sharon K. Michael
Notary Public of South Carolina
for deposition

County, S. C.
I hereby certify that the within Deed has been
filed _____ day of _____
A. D. 19 _____, Recorded
in Book _____ of Deeds, page _____
by _____ Auditor
County _____

1 - duplicate record books to be returned, S. C.

EXHIBIT "A"

All that piece, parcel or tract of land situate, lying and being in the County of Lexington, State of South Carolina containing 39.29 acres, more or less, the same being more particularly described as Parcel "B" on a boundary survey prepared for R. J. Marsh by Civil Engineering of Columbia, William H. Brown, Registered Land Surveyor, such survey dated June 2, 1986 to be recorded in the RMC Office for Lexington County, South Carolina, and having the following metes and bounds to-wit: BEGINNING at a iron pin on the right of way on Irmo Drive located 190 feet SE of the center line of a dirt road and the same point being 1.30 miles SE of the intersection of S.C. Highway 6 and Irmo Drive thence in a clockwise direction S 61 degrees 26 minutes 36 seconds W for a distance of 423.25 feet being bounded on the right by Irmo Drive to an iron pin thence S 38 degrees 34 minutes 56 seconds E for a distance of 222.40 feet to an iron pin thence S 38 degrees 15 minutes 04 seconds E for a distance of 160.45 feet to an iron pin thence S 41 degrees 08 minutes 49 seconds E for a distance of 160.31 feet to an iron pin thence S 34 degrees 33 minutes 23 seconds E for a distance of 63.56 feet to an iron pin thence S 82 degrees 23 minutes 12 seconds E for a distance of 65.75 feet to an iron pin thence N 66 degrees 32 minutes 34 seconds E for a distance of 89.97 feet to an iron pin thence N 66 degrees 02 minutes 01 seconds E for a distance of 104.30 feet to an iron pin thence S 44 degrees 40 minutes 14 seconds W for a distance of 148.15 feet to an iron pin thence S 42 degrees 29 minutes 45 seconds W for a distance of 599.99 feet to an iron pin thence N 43 degrees 26 minutes 09 seconds W for a distance of 14.47 feet to an iron pin thence N 48 degrees 25 minutes 10 seconds W for a distance of 164.83 feet to an iron pin thence N 35 degrees 23 minutes 35 seconds W for a distance of 69.15 feet to an iron pin thence N 50 degrees 30 minutes 01 seconds W for a distance of 68.30 feet to an iron pin thence N 50 degrees 30 minutes 22 seconds W for a distance of 175.13 feet to an iron pin thence N 51 degrees 36 minutes 13 seconds W for a distance of 126.73 feet to an iron pin thence S 41 degrees 25 minutes 29 seconds W for a distance of 437.53 feet to an iron pin thence S 41 degrees 15 minutes 32 seconds W for a distance of 212.14 feet to an iron pin thence S 39 degrees 06 minutes 00 seconds W for a distance of 1423.24 feet to an iron pin thence N 49 degrees 49 minutes 05 seconds W for a distance of 144.05 feet to an iron pin thence N 49 degrees 47 minutes 30 seconds W for a distance of 323.33 feet to an iron pin thence N 49 degrees 55 minutes 57 seconds W for a distance of 194.01 feet to an iron pin thence N 49 degrees 39 minutes 17 seconds W for a distance of 348.08 feet to an iron pin being bounded on the left by Parcel "A" on same boundary survey previously referenced thence N 40 degrees 49 minutes 05 seconds E for a distance of 320.04 feet to an iron pin being bounded on the left by Parcel "A" thence N 42 degrees 10 minutes 42 seconds E for a distance of 778.02 feet to an iron pin thence N 53 degrees 24 minutes 14 seconds E for a distance of 1037.02 feet to a cedar tree thence N 44 degrees 08 minutes 04 seconds E for a distance of 74.20 feet to an iron pin thence S 61 degrees 18 minutes 58 seconds E for a distance of 29.33 feet to an iron pin thence S 61 degrees 18 minutes 58 seconds E for a distance of 170.39 feet to an iron pin thence N 44 degrees 09 minutes 32 seconds E for a distance of 363.02 feet to the point of beginning.

This property being the same property obtained by the Grantor from the Estate of H. Rufus Meetze such records contained in Probate Box 739, Package 10 in Lexington County, South Carolina. This property also being a portion of Tax Map Parcel 001800-02-009.

STATE OF SOUTH CAROLINA)
 COUNTY OF LEXINGTON)

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this the 27th day of July, 1989 by, between, and among Sheffield, Inc., a corporation organized and existing under the laws of the State of South Carolina (hereinafter referred to from time to time as "Sheffield"), Francis S. Morris (hereinafter referred to from time to time as "Morris"), and Fulton Eugene Weed, (hereinafter referred to from time to time as "Weed"), and Sheffield, Morris and Weed are hereinafter referred to from time to time collectively as "The Declarants".

RECITALS

1. The Declarants are owners of four separate tracts of land, and desire to design and build thereon a pond, which pond will be located in part upon all four tracts of land.

2. Sheffield is the owner of the tract described on Schedule A attached hereto and incorporated by reference.

3. Morris is the owner of the two tracts described on Schedule B attached hereto and incorporated by reference.

4. Weed is the owner of the tract described on Schedule C attached hereto and incorporated by reference.

5. The Declarants desire to impose one common regulatory scheme upon the property described in Schedules A, B, and C for the purpose of establishing and maintaining residence quality, value, and attractiveness in the use and enjoyment of the pond as located on the plat described above.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declarants declare that the real property described in Schedule A, B, and C annexed hereto and forming a part hereof, are and shall be held, transferred, sold, conveyed, and occupied subject to the restrictive covenants hereinafter set forth:

1. Upon subdivision of the tracts referenced above into lots, no dwelling shall be permitted on any lot which borders on the pond which shall have a heated living area in the main structure of less than 2,500 square feet. In the event a dwelling is constructed upon

a tract prior to its subdivision into lots, then no dwelling shall be permitted within 150' of the pond unless it shall have a heated living area in the main structure of not less than 2,500 square feet.

2. No temporary structure or garage apartment shall be erected upon any lot which borders on the pond; provided, however, no structure completed and existing at the time of the execution of this Declaration shall be deemed a violation of this paragraph. Repair of such existing and completed structure shall be permitted; however, if such existing and completed structure is destroyed or irreparably damaged, reconstruction of such structure shall not be permitted.

3. For the purposes of this, paragraph 3 of this Declaration, it is agreed that, excluding the dam, 43% of the shoreline of the pond fronts on property owned by Sheffield, 30% of shoreline of the pond fronts on the property owned by Weed, and 22% of the shoreline of the pond fronts on property owned by Morris. The cost of repairs and maintenance for the pond and any dams, spillways, and appurtenances thereto shall be borne by the bordering property owners on a pro-rata front foot basis; however, the dam of the pond shall not be used when measuring front footage for pro-rata calculations within this paragraph. Each owner shall maintain the front footage bordering on the pond at such owner's own expense. The cost contribution of each owner for repairs and maintenance for the pond and any dams, spillways, and appurtenances shall be determined by measuring the linear footage of water frontage around the entire lake, excluding the dam, and prorating such front footage based upon the amount of linear water frontage which each lot has. The use of gasoline powered boats or gasoline powered floatation devices upon the pond is prohibited.

4. Any lot bordering on the pond on which a club house or other recreational neighborhood facilities is constructed for use of the surrounding subdivision, upon which no residence is maintained, shall be exempt from paragraphs 1 and 2 of these restrictive covenants.

5. Morris and Weed hereby waive all of the protection afforded

by the buffering restrictions and/or performance standards, as contained within the Lexington County Zoning Ordinance, for the protection of the tracts described on Schedules B and C, relative to the construction, operation, use, and maintenance of a club house, recreational neighborhood facilities, or designation of a recreational area, upon any portion of the property described in Schedule A hereof. Morris and Weed, their legal representatives, heirs, and assigns, further covenant from time to time, at the request of Sheffield, its legal representatives, successors and assigns, that they will execute, acknowledge, and deliver to Sheffield, its legal representatives, successors, and assigns, any and all further instruments that may be reasonably required to give full force and effect to the provisions of this, paragraph 5 of this Declaration of Restrictive Covenants.

6. In the event of a violation or breach of any provisions of this Declaration by any owner or agent, or agent of such owner, the Declarants, individually or collectively, their heirs, successors and assigns, or any homeowners' association established within any subdivision of lots bordering on the pond, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarants, their heirs, successors, and assigns, shall have the right wherever there shall have been built on any lot or tract within the property described in Schedules A, B, or C attached hereto, any structure which is in violation of this Declaration, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty days written notice of such violation, it shall have not been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce this Declaration; however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement.

7. This Declaration shall run with and bind the land, and

shall inure to the benefit of and be enforceable by the Declarants, jointly or severally, or any homeowners association established for the benefit of lots bordering upon the pond, or any owner of any land subject to this Declaration, their respective representatives, heirs, successors and assigns.

8. Invalidation of any part of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

9. This Declaration may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by all three Declarants, provided that at such time as none of the Declarants own any land subject to this Declaration, such rights of amendment shall be controlled by a majority vote of the owners of lots or tracts within the tracts described in Schedules A, B, and C.

IN WITNESS WHEREOF, the Declarants have caused this instrument to be executed by themselves (by their proper officers where appropriate) and their seals affixed hereto on the day and year first above written.

IN THE PRESENCE OF:

Patricia Brown
Martha B. Hellick

Keril Burn
John Brown

Patricia Brown
Martha B. Hellick

SHEFFIELD, INC

BY:

ITS:

Francis S. Morris

FRANCIS S. MORRIS

Fulton Eugene Weed

FULTON EUGENE WEED

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned who on oath deposes and says that (s)he saw the within named Sheffield, Inc. by its duly authorized officer or agent, sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness whose name appears above witnessed the execution thereof.

Patricia A. Blouy
WITNESS

SWORN TO BEFORE ME THIS

27th DAY OF JULY, 1989

Martha R. Hallwick

NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 5/20/90

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned who on oath deposes and says that (s)he saw the within named ^{Francis S.} Morris sign, seal and as her/his act and deed deliver the within written instrument and that (s)he with the other witness whose name appears above witnessed the execution thereof.

Ken L. B...
WITNESS

SWORN TO BEFORE ME THIS

27th DAY OF JULY 1989

Paul Brown

NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 11-22-93

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned who on oath deposes and says that (s)he saw the within named ^{Fulton Eugene} ~~Wood~~ sign, seal and as her/his act and deed deliver the within written instrument and that (s)he with the other witness whose name appears above witnessed the execution thereof.

Patricia A. Bracy
WITNESS

SWORN TO BEFORE ME THIS
27th DAY OF JULY, 1989

Martha R. Hallbeck
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 5/20/90

BK 14378085

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SCHEDULE "A"

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina being designated as Parcels "A" and "B" containing approximately 66.29 acres, in the aggregate, on a plat prepared for R.J. Marsh by Civil Engineering of Columbia on June 2, 1986, and to be recorded in the office of the Register of Mesne Conveyance for Richland County and having the following metes and bounds: Beginning at an old iron pin at a southern point of said plat thence running N 49°49'08" W along property now or formerly of Francis Morris for a distance of 144.05 feet to an old iron pin; thence running N 49°47'30" W along property now or formerly of Joseph and Marilyn Smith for a distance of 323.33 feet to an old iron pin; thence running N 49°55'57" W for a distance of 194.01 feet to an old iron pin; thence cornering and running S 46°55'06" W for a distance of 599.88 feet to an old iron pin; thence cornering and running N 37°30'44" W parallel to the eastern side of the right-of-way of Berl-Mar Road (S.C. Hwy. 606) for a distance of 66.50 feet to a metal stake; thence running N 36°06'54" W parallel to the eastern side of the right-of-way of Berl-Mar Road (S.C. Hwy. 606) for a distance of 427.47 feet to an old iron pin; thence cornering and running N 47°27'31" E along property now or formerly of Katherine Sloan Owen, for a distance of 400.30 feet to a new iron pin; thence running N 47°27'31" E for a distance of 200.52 feet to an old iron pin; thence running N 47°36'24" E for a distance of 215.54 feet to an old iron pin; thence cornering and running S 45°06'52" E for a distance of 102.51 feet to a wood stake; thence cornering and running N 42°10'42" E along property now or formerly of Henry Rufus Meetze, Sr. for a distance of 778.02 feet to an old iron pin; thence turning and running N 53°24'14" E along property now or formerly of Seamore Spence for a distance of 1037.02 feet to a cedar tree; thence running N 44°08'04" E for a distance of 74.20 feet to a new iron pin; thence cornering and running S 61°18'58" E for a distance of 29.33 feet to a new iron pin; thence running S 61°18'58" E for a distance of 170.39 feet to an old iron pin; thence cornering and running N 44°09'32" E along property now or formerly of Henry Rufus Meetze, Jr. for a distance of 383.02 feet to an old iron pin; thence turning and running S 61°26'56" E parallel to the western side of the right-of-way of Irmo Drive (S.C. Hwy. S-32-175) for a distance of 423.55 feet to an old iron pin; thence running S 38°34'56" E for a distance of 222.40 feet to a new iron pin; thence running S 38°15'04" E for a distance of 160.45 feet to an old iron pin; thence running S 41°08'49" E for a distance of 160.51 feet to an old iron pin; thence running S 54°33'23" E for a distance of 63.56 feet to an old iron pin; thence turning and running S 82°23'12" E for a distance of 65.75 feet to an old iron pin; thence turning N 66°32'54" E for a distance of 89.97 feet to an old iron pin; thence running N 66°02'01" E for a distance of 104.30 feet to a point; thence turning and running S 44°40'14" W.

for a distance of 148.15 feet to an old iron pin; thence running S 42°29'45" W along property now or formerly of Clusters Development Co., Inc. to an old iron pin; thence cornering and running N 43°26'09" W for a distance of 14.47 feet to an old iron pin; thence running N 48°25'10" W for a distance of 164.83 feet to an old iron pin; thence turning and running N 35°23'35" W for a distance of 69.15 feet to an old pin; thence turning and running N 50°36'01" W for a distance of 68.50 feet to an old iron pin; thence running N 50°30'22" W for a distance of 175.13 feet to an old iron pin; thence running N 51°56'13" W for a distance of 126.73 feet to an old iron pin; thence cornering and running S 41°25'29" W along property now or formerly of Jessie Earmon Weed for a distance of 437.53 feet to an old iron pin; thence running S 41°15'32" W for a distance of 212.14 feet to an old iron pin; thence running S 39°06'00" W for a distance of 1423.24 feet to the point of beginning.

SCHEDULE "B"

TRACT 1

All that certain piece, parcel or lot of land, situate, lying and being at the intersection of State Highways designated as Roads 32-239 and 32-606 a short distance north of Hwy 60, between Irmo and Lake Murray Dam, in the County of Lexington, State of South Carolina, and being shown and delineated as 12 acres, Lot 9, 10, and 12, on a plat prepared for Francis S. Morris by McMillan Engineering Company dated August 3, 1964, recorded in Lexington County Plat Book 64G Page 11; said tract being irregular in shape and having such metes and bounds as shown on said plat, which is incorporated herein by reference; reference being made to the same for a more complete and accurate description.

This being the identical property heretofore conveyed to the Grantor by deed recorded in Lexington County Deed Book 13K, at Page 160.

TRACT 2

All that piece, parcel or tract of land situate, lying and being in School District 5, County of Lexington, State of South Carolina, containing 1.8 acres as shown on a plat prepared for Francis S. Morris by C. Julian Meetze and which said tract of land is bounded as follows: north by lands of R.D. Weed, measuring thereon 460'; east by a 30' unpaved road, measuring thereon 115'; south by lands of Francis S. Morris, measuring thereon 479' and west by lands of R.D. Weed, measuring thereon 218.5', as reference to said plat will more fully show.

This being the identical property heretofore conveyed to the Grantor by deed recorded in Lexington County Deed Book 13Rat Page 451.

SCHEDULE "C"

All that certain piece, parcel or lot of land, situate, lying and being in Lexington County, near the Town of Irmo, South Carolina, consisting of 2.16 -acres and shown and designated as Lot 1 on a plat or map prepared for Deborah Weed Larsen and Susan Weed Bush by Daniel B. Ballentine, R.L.S. no. 6072 dated September 15, 1986 and recorded in the Office of the R.M.C. for Lexington County in Plat Book 217G of Plats, at Page 735.

This being the identical property heretofore conveyed to the Grantor by deed recorded in Lexington County Record Book 1053 at Page 59.

FILED

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
RESTRICTIONS, EASEMENTS, CHARGES,
LIENS FOR SHEFFIELD SUBDIVISION,

NOV -9) PM 3:32

CAROLINE B. TAYLOR
RMC
LEXINGTON COUNTY, S.C.

THIS DECLARATION is made this the 7th day of November 1989 by Sheffield, Inc., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the owner of the real property described in Schedule A of this Declaration, and desires to develop thereon a Development together with common lands and facilities for the sole use and benefit of the owners of the homes to be located in such complex.

2. The Developer may acquire additional real property which it may desire to develop as additional phases of such Development which Developer may incorporate as additional phases of this development and bring same under this Declaration of Covenants, Restrictions, Easements, Charges, and Liens for Sheffield Subdivision.

3. The Developer is desirous of maintaining design criteria, location, plans and construction specifications, and other controls to assure the integrity of the planned development.

4. Each purchaser of a lot or dwelling home in Sheffield Subdivision will be required to maintain and construct dwelling homes in accordance with the design criteria contained herein.

5. The Developer desires to provide for the preservation of the value and amenities in such development and for the maintenance of such common lands and facilities, and to this end, desires to subject the real property described in Schedule A, to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, (and referred to hereinafter as "The Declaration"), each and all of which is and are for the benefit of said property and each owner thereof.

6. The Developer has deemed it desirable, for the efficient preservation of the values and amenities in such community, to

700 ...

create an agency to which will be delegated and assigned the powers of maintaining and administering the Development, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created.

7. The Developer has caused or will cause to be incorporated under the laws of the State of South Carolina, as a nonprofit corporation, the Sheffield Homeowners' Association, Inc. for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Developer declares that the real property described in Schedule A, annexed hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "Association" shall mean and refer to the Sheffield Homeowners' Association, Inc., its successors and assigns.

(b) "The Properties" shall mean and refer to all property including lots and common areas, as are subject to this Declaration, and which are described in Schedule A together with any additional phases that may be developed pursuant hereto.

(c) "Common Areas" shall mean and refer to those areas of land shown on any subdivision map of the properties or by any other means so designated. Such areas are intended to be devoted to the common use and enjoyment of members of the Association as herein defined and are not dedicated for use by the general public.

(d) "Lots" shall mean and refer to any plot of land with such improvements as may be erected thereon intended and subdivided for dwelling home use, shown on any subdivision map of the properties, but shall not include common areas as herein defined.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title

of any lots, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of the foreclosure. Owner shall also mean and refer to any record owner of a parcel or tract of land adjacent to the development who becomes a member pursuant to Article IV Section I below. Said terms "Owner" shall also refer to the heirs, successors, and assigns of any owner.

(f) "Developer" shall mean and refer to Sheffield, Inc., a Corporation organized and existing under and pursuant to the laws of the State of South Carolina, its successors and assigns, in the development of the properties.

(g) "Member" shall mean and refer to all those owners who are members of the Association, as provided in Article IV hereof.

(h) "Development", "Project", and "Community" shall mean and refer to Sheffield Subdivision and/or any additional phases of Sheffield Subdivision to be developed and constructed by the Developer.

(i) "Plans", "Specifications", "Elevations", "Exterior Designs", and such like terms shall refer to and encompass the plans, specifications, elevations and designs as well as set backs, locations, etc. contained hereinafter in this Declaration for Sheffield Subdivision, a Development.

(j) "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, Easements, Charges, and Liens, and any amendment or modification hereof.

(k) "Additional Developers" shall mean and refer to M. Stewart Mungo, Steven W. Mungo, Richard J. Marsh, or any partnership or corporation in which one or any combination of them own a controlling interest.

ARTICLE II

USES OF PROPERTY

Section 1. Conformity and Approval of Structures. No structure, fence, sidewalk, wall, or other improvement shall be placed or altered on any lot except in accordance with the provisions of this Declaration.

Section 2. Subdivision of Lot. No lot shall be subdivided as hereinafter provided and no building or residence, including porches or projections of any kind, shall be erected so as to extend over or across any of the building lines as hereinafter established except as herein provided.

Section 3. Increased Size of Lots. Lot or lots may be subdivided provided the effect is to increase the size of the adjoining lot or lots. In such cases, the Developer may alter the building line to conform. Should the owner or owners of any lot and/or portions of lots which have been combined for a single building site subsequently wish to revert to the original plan of subdivision, or make any other combination which would not be in violation of this restriction, that may be done only if the written consent of the Developer is first had and obtained. In such instances, the adjoining lot owners, or other owners in the subdivision do not have the right to interfere with such lot rearrangements, such rights shall be exclusively that of the Developer or any successors or assigns to whom the Developer may expressly have transferred such rights, but the purchaser of any other lot in the subdivision does not, by virtue of his status of a purchaser become any such successor or assign.

Section 4. Alteration of Building Lines in the Best Interest of Development. Where because of size, natural terrain, or any other reason in the opinion of the Developer, it should be to the best interest of the development of this subdivision that the building lines of any lot should be altered or changed, then Developer reserves unto itself, its successors and assigns, and no other, the right to change said lines to meet such conditions. The Developer specifically reserves the right to transfer and assign this right of approval to the architectural control committee hereinafter established.

Section 5. Completion of Improvements. The exterior of all dwelling homes and other structures must be complete within one year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national

emergencies or natural calamities. No building under initial construction shall be occupied until such construction is completed.

Section 6. Residential Use of Lots. All lots shall be used for residential purposes exclusively. No structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling constructed in accordance with the plans and specifications herein defined in Article III.

Section 7. Maintenance of Lots. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

Section 8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No trash, leaves, or rubbish may be burned on any lot or within the development nor shall there be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort, the normal activities or existence of which is in anyway noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof. Without limiting the foregoing, exterior lighting may not be so installed as to illuminate any portion of a neighboring lot or to shine into any window or otherwise enter a dwelling unit located on a adjoining lot. All dogs must be on a leash when in the common area.

Section 9. Exclusion of Above Ground Utilities. All electrical service and telephone lines shall be placed underground and no outside electrical line shall be placed overhead. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed, or maintained on any part of the premises. Provided, however, that the normal service pedestals, etc. used in conjunction with the underground utilities shall be permitted within the development. Overhead utilities shall be

permitted during the construction period and until utility companies can place them underground. Notwithstanding the terms of this section, all overhead utility lines installed prior to the execution of this Declaration shall be permitted to remain.

Section 10. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished on request of the lot owner, shall be permitted. It shall also be permissible to have a single sign, not to exceed two feet by three feet, advertising a house or lot for sale. No other sign of any kind of design shall be allowed.

Section 11. Prohibition Against Business Activity. No business activity, including but not limited to a rooming house, boarding house, gift shop, antique shop, professional office or beauty shop or the like or any trade of any kind whatsoever shall be carried on upon a lot or lots. Provided, however, that nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on said lots or showing of said houses for the purpose of selling houses in this development. Nothing herein shall be construed to prevent Developer from erecting, placing, or maintaining signs, structures, offices, or model homes, as it may be deemed necessary for its operation and sales in the development.

Section 12. Mining and Drilling. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed, or permitted upon any part of the premises, nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or materials of any kind be produced or extracted from the premises.

Section 13. Garbage Disposal. Garbage disposal containers shall be of a type specified by the Developer or the Association and shall be uniform.

Section 14. Easement for Utilities. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable, and reasonable easement and right of ingress and egress, over,

upon, and across and under each lot and common area for the erection, maintenance, installation, and use of electrical and telephone wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities including easements for privately owned televisions and other communications cable and equipment, and the Developer may further cut drainways for surface water when such action may appear by the Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance. The Developer further reserves an easement on behalf of itself, its successors and assigns, over 6' along each side lot line of each lot for the purpose of construction or maintenance of utilities, as well as drainage installation or maintenance, and over the rear twelve feet of each lot line of each lot for the purpose of construction or maintenance of utilities, as well as drainage installation or maintenance, and over the front 10' of each lot for utility installations, utility rights of way and maintenance thereof, as well as drainage installations, drainage rights of ways, and maintenance thereof. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for use on applicable plat of the residential subdivision, or locate same on the adjacent lot with the permission of the owner of such adjacent lot. Such right may be exercised by the licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility service. No structures, including walls, fences, paving or planting shall be erected upon any part of the property which will interfere with the rights of ingress and egress provided for in this paragraph. Provided, however, that such easements and rights shall be restricted to the roads, streets,

alleys, and easements as shown and designated on the applicable plat or plans of the development. The Developer, its successors and assigns, expressly reserves the right to alter any easement described in this paragraph in the event that any permanent structure is inadvertently constructed within such easement area. Such right to alter shall be limited to such extent as will allow the owner of the lot and structure to convey marketable title. The rights and easements conferred and reserved herein shall be appurtenant to and in gross for the benefit of the Developer to serve any property whether or not subject to this Declaration.

Section 15. Temporary Structures. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearly understood that the latter temporary shelters may not, at any time, be used for residence or permitted to remain on the lot after completion of construction.

Section 16. Trailers, etc. No trailer, motor home, tent, barn, camper, tree house, or similar outbuildings or structure shall be placed on any lot at any time either temporarily or permanently.

Section 17. Additional Structures. Additional permanent structures may be constructed on the lot for storage, work shop, pool house, provided that such structure in all ways conform to all other provisions of these covenants as pertains to the architecture easements, etc. and the intent of a dwelling home. In addition, all plans and specifications must be approved by the Developer, or his assigns, prior to construction beginning.

Section 18. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house or buried underground.

Section 19. Replatting of Lots. No lot shall be subdivided or its boundary lines changed, except as herein provided, however, the Developer hereby expressly reserves to itself, its successors or assigns, the right to replat any two or more lots shown on any plat of said subdivision prior to delivery of the deed therefore

in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created or recreated.

Section 20. Clotheslines. No clotheslines or drying yard shall be located upon the premises so as to be visible from any common area or from any adjoining lot.

Section 21. Water Systems. No individual water supply system shall be permitted on the premises. Developer shall provide public water to the property line. A connection fee shall be paid by Owner to Developer, or his assigns.

Section 22. Off-Street Parking. Adequate off-street parking shall be provided by the lot owner herein for the parking of automobiles or other vehicles on the streets or common areas in the subdivision. No travel trailers or mobile homes, campers, or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, trucks, (except light duty trucks used for personal transportation) or commercial vehicles, boats, boat trailers, shall be kept or stored or parked overnight, either on any common area, specifically including streets, or any lot, except within enclosed approved garages or sheltered from view from neighboring lots, or common areas.

Section 23. Sewer System. No surface toilets are permitted on the premises. Developer shall provide a public sewer to the property line. A connection fee shall be paid by the Owner to the Developer, or his assigns.

Section 24. Underbrush, Etc. In the event that the Owner of any residential lot permits any underbrush, weeds, etc. to grow upon any lot to a height of two feet (except as part of a landscaping plan approved by the Developer) and on request fails to have the premises cut within thirty days, agents of the Developer, or its assigns, may enter upon said land and remove the same at the expense of the Owner, provided, however, that such expenses shall not exceed sums to be determined from time to time by the Board of Directors. This provision shall not be construed as an obligation on the part of the Developer or its assigns to provide garbage or trash removal services. These rights may be assigned

by the Developer to the Association, or other like entities.

Section 25. Miscellaneous.

(a) It is agreed that time is of the essence with regard to these restrictions, covenants, limitations, and conditions.

(b) In the event of a violation or breach of any of these restrictions by an owner or agent, or agent of such owner, the owners of lots in the subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer, its successors, and assigns, shall have the right wherever there shall have been built on any lot in the subdivision any structure which is in violation of the restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should the Developer employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for Developer's counsel shall be paid by the Owner of such lot or lots in breach thereof.

(c) The Developer herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself.

(d) In the event that any one or more of the foregoing conditions, covenants, restrictions, or reservations shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever effect, modify, change, aberrant, or nullify any of

these covenants, conditions, and restrictions not so declared to be void but all remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

(e) In the event that any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which same shall be effective, then and in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina and such provisions shall be fully effective for such period of time.

(f) All covenants, conditions, limitations, restrictions, and affirmative obligations set forth in this Declaration shall be binding and run with the land and continue until the first day of August, 2009, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of lots affected by the same has been recorded, agreeing to change the same in whole or in part; provided, however, that all proper rights and other rights reserved to the Developer shall continue forever to the Developer, its successors and assigns, except as otherwise herein provided.

ARTICLE III

CONSTRUCTION IN ACCORDANCE WITH PLANS AND SPECIFICATIONS

Section 1. General. All structures of every type and description shall be constructed, placed or erected within the development in accordance with provisions in this Article III together with other applicable provisions of this Declaration.

Section 2. Dwelling House Defined. A dwelling house refers to a single family dwelling unit of up to two stories in height and an optional basement. Dwelling house is synonymous with dwelling unit or dwelling home.

Section 3. Size of Dwelling Homes and Lot Coverage. All dwelling homes shall have a minimum of 2,500 square feet of enclosed dwelling areas as herein defined. The actual ground floor area of the house must not exceed fifty percent of the total lot

area.

Section 4. Height of Dwelling Homes. To maintain the scale of the neighborhood homes, height will be restricted to not greater than two floor(s) of enclosed living space, and a basement (which shall be optional).

Section 5. Placement of Dwelling Homes on Lots. Set back restrictions affecting the lots in the development are as follows:

(a) Dwelling houses may be constructed no nearer than 8' to an interior lot line, nor closer than 15' to a side street line; however, the Developer, its successors or assigns, reserves the right to alter these side lot line restrictions for the unintentional violation of the same.

(b) A perimeter boundary set back must be maintained at 15' inside and parallel to the boundary of the development, and no dwelling house shall be located on any lot nearer to the street on which the dwelling house faces than 50'. In the event that the set back line as established herein shall conflict with any set back line as shown on any recorded plat of the subdivision, the set back line established herein shall control. The Developer, its successors or assigns, reserves the right to alter the front lot line restrictions for the unintentional violation of the same.

(c) Eaves, overhangs, swimming pools (whether above or below the ground) and storage buildings for related equipment (including but not limited to filters and water pumps) patios, decks, (whether raised, with rails, cement, or of wood, provided they do not have screen walls or roofs) may extend beyond a set back line if approved by the Developer. The dwelling home is to be designed to its site. In passing on the acceptability of a dwelling home, the architectural review board and/or the Developer will consider plans submitted for dwelling homes on lots in good faith.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an owner of any lot which is subjected by this Declaration to assessment by the Association shall be a member of Association. Membership shall be appurtenant to and may not be separated from

ownership of any lot which is subject to assessments. Additionally, any record owner (hereinafter referred to as "adjacent owner") of a tract or parcel of land located adjacent to the development (hereinafter referred to as "adjacent parcel") may elect to become a member of the Association with the approval of a majority of the Board of Directors of the Association. Upon approval of a majority of the Board of Directors of the Association, and acceptance of membership by such adjacent owner, the adjacent parcel shall become subject to this Declaration as fully as if such adjacent parcel were a lot as defined in Article I Section 1(d) above, and the adjacent owner shall become a member of the Association with all privileges and responsibilities of a member as defined by Article I Section 1(g) above. Notwithstanding the above, no adjacent owner can become a member of the Association if such membership would result in subjecting a fractional or undivided interest of an adjacent parcel to this Declaration.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all owners excepting the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1 above. When more than one person holds such interest or interests in any lot, the vote attributable to such lot shall be exercised as such persons mutually determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. The sole Class B member shall be the Developer. The Class B member shall be entitled to four votes for each lot which it holds the interest required for membership under Section (1) of this Article. The Class B membership shall cease and become converted to Class A membership upon the occurrence of the first of either of the following two events:

1. After seventy percent of the lots in the development have been conveyed to lot purchasers; or

2. Three years following the conveyance of the first lot, or five years following such conveyance in the event that the Developer incorporates additional phases into the development and

brings such additional phases under the Declaration filed for record for Sheffield Subdivision.

When a purchaser of an individual lot or lots takes title thereto from the Developer he becomes a Class A member.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article V, every member shall have a right and easement of enjoyment in and to the common areas, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that on or before the conveyance of the last lot, it will convey to the Association, by general warranty, fee simple title to the common areas, free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration, and further except for easements and restrictions existing of record prior to the purchase of the property by the Developer, none of which will make the title unmarketable. Subject however, to the following covenant which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the community, the common areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards, the maintenance and repair of the common areas shall include, but not be limited to, repair of damage to pavements, roadways, walkways, outdoor lighting, buildings, if any, recreational equipment, if any, fences, storm drains, and sewer and water lines, connections, and appurtenances, except such responsibilities as are accepted by responsible parties, and only for so long as they properly perform.

This section shall not be amended, as provided for in Article XI, Section 5, to eliminate or substantially impair the obligation for the maintenance and repair of the common areas.

Section 3. Extent of Member's Easements. The rights and easements created hereby shall be subject to the following:

(a) The right of the Developer, and of the Association, to dedicate, transfer, or convey all or any part of the common areas, with or without consideration, to any governmental body, district, agency, or authority, or to any utility company, provided that no such dedication, transfer, or conveyance shall adversely affect the use of the common areas by the members of the Association.

(b) The right of the Developer, and of the Association, to grant and reserve easements and rights of way through, under, over, and across common areas, for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, fuel oil and other utility services, including a cable or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Developer to grant and reserve easements and rights of way through, over and upon and across the common areas for the operation and maintenance of the common areas.

(c) The right of visitors, invitees, etc. to ingress and egress in and over those portions of common areas that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the common areas in the case of landlocked adjacent owner) to the nearest public highway.

(d) The right of the Association, as provided in its Bylaws, to suspend enjoyment rights of any member for any period during which any assessment remains unpaid, for a period of not to exceed thirty days for any infraction of its published rules and regulations; provided, however, that the right of a member to ingress and egress over the roads and/or parking areas shall not be suspended.

(e) The right of the Association, in accordance with the law, its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving common areas and in pursuance thereof to mortgage the same.

Section 4. Parking Rights. Any owner may delegate, in

accordance with the Bylaws of the Association, his right or enjoyment to the common areas and facilities to his employees, tenants, invitees, or licensees.

Section 5. Additional Structures. Neither the Association nor any owner or group of owners shall, without the prior written approval of the Developer, erect, construct, or otherwise locate any structure or other improvement in the common area.

ARTICLE VI

COMPLETION, MAINTENANCE, AND OPERATION OF COMMON AREAS AND FACILITIES AND COVENANT FOR ASSESSMENT THEREFORE

Section 1. Completion of Common Areas by Developer.

(a) The Developer will complete the construction of the streets, roadways, parking facilities, walkways, and outdoor lighting serving such lot or lots in the development.

(b) The Developer will fulfill all its obligations to complete the construction of all common areas which development will be done at the Developer's sole cost and expense.

Section 2. Operation and Maintenance of Common Areas by The Association.

Commencing on the date of recording the first subdivision plat of lots within the development, the Association at its sole cost and expense, shall operate and maintain the common areas and provide the requisite services in connection therewith. It shall further be the responsibility of the Association to maintain all entrances including entrance signs, lights, sprinklers, shrubs, and to pay the cost of utility bills and other such requisite services in connection with the maintenance of such entrance ways.

Section 3. Assessments, Liens, and Personal Obligations Therefore and Operation Maintenance of Common Areas Solely by the Association.

Each and every owner of any lot or lots shown on recorded subdivision plats within the properties, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, if there is constructed and completed upon such lot or lots a dwelling unit, shall be deemed to covenant and agree to pay to the Association annual assessments

or charges and special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as herein after provided. A dwelling unit shall be deemed constructed and completed on the date that a Certificate of Occupancy is issued by the appropriate governmental regulatory authority. All owners of lots within the development which are shown on a recorded subdivision plat upon which no Certificate of Occupancy has been granted, shall be assessed 50% of the rate of lots upon which a Certificate of Occupancy has been granted. Annual and special assessments, together with such interest thereon and costs of collection thereof as are herein after provided, shall be a charge on the land and shall be a continuing lien upon the lot or lots against which each assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are herein after provided, shall also be the personal obligation of the owner of each lot or lots at the time when the assessment falls due.

(b) The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the development:, and in particular for the improvement and maintenance of the common areas including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereof, the cost of labor, equipment, materials, management, and supervision thereof, and the cost of lawn and landscaping maintenance, and refuse collection, all of which obligations the Association hereby assumes in accordance with (a) above.

Section 4. Amount and Payment of Annual Assessments. The Board of Directors of the Association shall at all times fix the amount of the annual assessment at an amount sufficient to pay the cost of maintaining and operating the common areas and performing the exterior maintenance required to be performed by the Association under this Declaration. The amount of the annual assessment shall be uniform for each lot, subject to the provisions of Section 3(a). The Board shall also fix the date of commencement and amount of the assessment against each lot for each assessment,

at least thirty days in advance of such date and period, and shall, at that time, prepare a roster of the lots and assessments applicable thereto, which shall be kept in the Office of the Association and shall be opened to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

Each annual assessment shall be paid in twelve monthly installments, each installment to be paid on the first day of each month, unless the Board of Directors of the Association shall determine an alternate method of installments. The Board of Directors shall have the right to require payment of up to one year of assessments at the time of delivery of deed from the Developer to an owner. Any unearned portion of such initial payment shall be refunded to the owner in the event such owner sells the lot after less than one year ownership. The exact amount of each annual assessment shall be fixed by the Board of Directors of the Association.

The Association shall, upon demand at any time, furnish to any owner liable for any assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be in recordable form and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

This Section shall not be amended as provided in Article IX, Section 5, to eliminate or substantially impair the obligation to fix the assessment at any amount sufficient to properly maintain and operate the common areas and perform the exterior maintenance required to be performed by the Association under this Declaration.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment (which must be fixed at a uniform rate for all lots, subject to the provisions of Section 3(a)) applicable to that year only, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder, for the purpose of defraying, in whole or in part, the cost of any construction or any reconstruction, unexpected repair or

replacement of a described capital improvement upon the common areas, including the necessary fixtures and personal property relating thereto, provided that such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days and no more than sixty days in advance of the meeting. The due date of any specified assessment shall be fixed in the resolution authorizing such assessment.

Section 6. Paid Professional Manager. The Board of Directors of the Association may employ a professional manager of managerial firm to supervise all work, labor, services, and material required in the operation and maintenance of the common areas and in the discharge to the Association's duties throughout the community.

Section 7. Reserve Fund: Separate Assessment of Owners Therefore.

At the time of acquiring title to a lot or lots, each owner acquiring such title shall deposit with the Association a reserve fund payment in a sum to be determined from time to time by the Association to provide for a reserve fund for the obligations of the association. Such reserve fund payment shall in no way be considered a prepayment of the annual assessment fee. Such reserve fund payments shall be used solely for the purposes specified in Section 3 (b) above, as determined from time to time by resolution of the Board of Directors of the Association. The reserve fund contribution for lots upon which no Certificate of Occupancy has been granted shall be 50% of that for lots upon which a Certificate of Occupancy has been issued.

Section 8. Effective Nonpayment of Assessment. The personal obligation of the owner; the lien, remedies of the association. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and costs of collection thereof as or herein after provided, continue as a lien on the lot or lots, which shall bind such lot or lots in the hands of the then owner, his heirs, devisees, personal representative, successors and assigns.

Personal obligation of the then owner to pay such assessment however shall remain his personal obligation and will also pass onto his successor and title.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent per annum, and the Association may bring legal against the owner personally obligated to pay the same or may enforce or foreclose the lien against the lot or lots; and in the event judgment is obtained, such judgment shall exclude interest on the assessment as provided and a reasonable attorney's fee to be fixed by the court, together with costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property subject to the assessments; provided, however, that such subordination shall apply to the assessments which have become due and payable prior to a sell or transfer of such property pursuant to a decree of foreclosure or in any proceeding in lieu of foreclosure. Such sell or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien from any subsequent assessment. This section shall not be amended as provided in Article as provided in Article IX, Section 5 of this Declaration.

Section 10. Exempt Property. The following properties subject to this Declaration shall be exempt from the assessment, charges, and liens created herein: (a) All common areas, as defined in Article I, Section 1 hereof. Notwithstanding any provision herein, no land or improvements devoted to building use shall be exempt from said assessments, charges and liens.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Buildings, Fences, Walls, Etc. No building, fence, wall, mailbox or other structure, and no change in topography, landscaping, or; any other item constructed by the developer shall be commenced, erected, or maintained upon the

properties, nor shall any exterior addition to or change be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation of the surrounding structures and topography by the Developer. Provided, however, that upon the Developer selling of all the lots in the subdivision, this right of approval shall be transferred to an Architectural Control Board of the Association. Provided, further, that the Developer; may transfer its right of approval under this Declaration prior to its selling all of the lots in the development if it so chooses. In the event the Developer or the Architectural Control Board fails to approve or disapprove any requests within sixty days after complete plans and specifications have been submitted to it, the same shall be deemed to be approved, and this article shall be deemed to have been fully complied with, provided, however, no such failure to act shall be deemed an approval in any matter specifically prohibited by any other provision of this Declaration. Refusal or approval of any such change may be made on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer or the Architectural Control Board may seem sufficient. Any change in exterior appearance of ;any building, wall, fence, mailbox, or other structural improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval. The transfer of control shall not be mandatory on the part of the Developer if the Developer has brought another phase under the terms of this Declaration on or before the time the last lot in the other phase or phases has been sold.

ARTICLE VIII

EXTERIOR MAINTENANCE, REASONABLE ACCESS AND MAINTENANCE OF COMMON AREAS

Section 1. Exterior Maintenance. The owner shall maintain the structures and grounds on each lot at all times in a neat and attractive manner. Upon the owner's failure to do so, the Association may, at its option, after giving the owner ten days

written notice sent to his last known address, or to the address of his subject premises, have the grass, weeds, shrubs, and vegetation cut when and as often as the same as is necessary in its judgment, and have dead trees, shrubs, and plants removed from such lot, and replaced, and may have any portion of a lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the work is done and the personal obligation of the then owner of such lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the owner thirty days written notice, sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the owner's failure to do so shall be immediately due and owing from the owner of the lot and shall continue an assessment against the lot on which the work was performed, collectable in a lump sum and secured by a lien against the lot as herein provided.

Section 2. Access at Reasonable Hours. For the purpose of performing its function under this or any other Article of the Declaration, and to make necessary surveys in connection therewith, the Association, its duly authorized agent and employees, or the developer during the period of development, shall have the right to enter upon any lot at reasonable hours, on any day except Sunday or holidays, upon reasonable prior notice.

Section 3. Maintenance of Common Areas. The Developer, or the Association, depending upon the responsibility as assessed under this Declaration, shall maintain common areas. However, should the Developer or the Association, decide to transfer any portion or all of the common areas to governmental authority, as it has the rights so to do, such duty to maintain same shall cease as of that portion so transferred.

Section 4. Emergency Access. There is hereby granted to the Association, its directors, officers, agents and employees and to any Manager employed by the Association as provided for in Section 6 of Article VI hereof, and to all policemen, firemen, ambulance personnel and all similar emergency personnel an easement to enter

upon the property or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section 4 of Article VIII shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the owner or owners affected thereby. The rights granted herein to the Association includes in reasonable right of entry upon any lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the project.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the owner of any land subject to this Declaration, and the irrespective legal representatives, heirs, successors, and assigns.

Section 2. Notice. Any notice required to be sent to any member or owner under the provision of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, post paid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violations or to recover damages; and failure by the Developer, Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of a right to do so thereafter. These covenants may also be enforced by the Architectural Control Board.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens for this Agreement may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by owners holding not less than two thirds vote of the membership in the Association, provided that so long as the Developer is the owner of any lot affected by this Declaration the Developer's consent must be obtained. Provided, further, that the provisions for voting of Class A and Class B Members as hereinabove contained in this Declaration shall also be effective in voting changes in this Declaration.

Section 6. Amendment Prior to Sale by Developer. At any time prior to the closing to the first sale of lots by Developer, the Developer, Sheffield, Inc., and any mortgage holder, if any, may amend this Declaration by their mutual consent. The closing of the first sale shall mean transfer of title and delivery of a deed and not execution of contract of sale or like document.

Section 8. Effective Date. This Declaration shall become effective upon its recordation in the office of the R.M.C. for the county in which the property is located.

ARTICLE X

ADDITIONAL MATTERS DEALING WITH PHASED DEVELOPMENT

Section 1. Voting Rights. As each phase, if any, is added to the development, the lots comprising such additional phase shall be counted for the purpose of voting rights.

Section 2. Binding Effect. This Declaration shall inure to the benefit of and be binding upon the parties hereto, and the purchasers of lots, their heirs, personal representatives, successors and assigns.

Section 3. Additional Developers. In addition to the rights of the Developer to acquire and develop additional real property as additional phases of Development, the additional developers may acquire and develop additional real property as additional phases of the development, and bring the same under this Declaration. In the event that one or more additional developers shall bring

additional phases under this Declaration, such additional phases shall be subject to this Declaration as fully as if they were acquired and developed as additional phases by the Developer. Within any additional phases acquired and developed by any of the Additional Developers, whether individually or collectively, references within this Declaration to the "Developer" shall mean the Additional Developer or Developers which own the respective additional phases, and the Additional Developer or Developers shall have all privileges and responsibilities of the Developer as set forth in this Declaration within their respective additional phases.

IN WITNESS WHEREOF, Sheffield, Inc., has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

Martha R. Halliwick
[Signature]

SHEFFIELD, INC.
BY: *[Signature]*
ITS: Pres

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Sheffield, Inc. by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
7th DAY OF Nov., 1989
[Signature]

Martha R. Halliwick
WITNESS

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 1/3/96

BK 1462 PG 185

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SCHEDULE "A"

All those certain pieces, parcels or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 58, 59, 60, 61, 62, 63, 64, and 65 on a plat of Sheffield Subdivision, Phase I-A prepared for Sheffield, Inc. by Civil Engineering of Columbia dated September 5, 1989, last revised October 13, 1989; recorded in the Office of the R.M.C. for Lexington County in Plat Book 233, at Page 187; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This being a portion of the property heretofore conveyed to the Developer by deed recorded in Lexington County Deed Book 1227, at Page 199.

ARTICLES OF INCORPORATION
OF
SHEFFIELD HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of the Code of Laws of South Carolina (1976); as amended, Chapter 31, Title 33, and acts amendatory thereto, the undersigned, all of whom are residents of Lexington or Richland Counties, South Carolina, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a nonprofit corporation and do hereby certify:

ARTICLE I

The name of the corporation is Sheffield Homeowners' Association, Inc., hereinafter called the "Association."

ARTICLE II

OFFICE

The principal office of the Association is located at 4400 St. Andrews Road, Columbia, South Carolina 29210.

ARTICLE III

REGISTERED AGENT

V. Bryan Graham, Jr., whose address is 4400 St. Andrews Road, Columbia, South Carolina 29210 is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residential lots and common area within those certain tract(s) and/or lot(s) of property described in Schedule A attached hereto and incorporated by reference, and to promote the health, safety and welfare of the residences within the above described property and any additions thereto as may

hereafter be brought within the jurisdiction of the Association, and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens for Sheffield Subdivision, hereinafter called the "Declaration," applicable to the property and recorded, or to be recorded, in the Office of the R.M.C. for Lexington County, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as set forth in length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred upon arrival by members casting two-thirds of all votes of the Association;

(e) Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members.. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication, sale, or transfer has been signed by Members controlling a majority of all votes of the Association.

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional residential property and common area, provided that any

such merger, consolidation, or annexation shall have the assent of Members of the Association controlling a majority of all votes of the Association;

(g) To have and exercise any and all powers, rights, and privileges which a corporation organized under the nonprofit corporation law of the state of South Carolina by law may now or hereafter have or exercise;

(h) Notwithstanding the purposes and powers of the Association enumerated above, the Association, prior to passage of control to the owners by converting Class B stock to Class A stock as set forth in Article VI below, shall not enter into, either directly or indirectly, contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control in accordance with Article VI below, upon not more than ninety days notice to the other party to the said contract or lease.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee simple or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. Additionally, any record owner of a tract or parcel of land located adjacent to the development may elect to become a member of the Association with the approval of a majority of the Board of Directors of the Association in accordance with ARTICLE IV of the Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership. Class A. Class A Members shall be all owners excepting the

Developer. Class A Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article V above. When more than one person holds such an interest or interests in any lot, the vote attributable to such lot shall be exercised as such persons mutually determined, but in no event shall more than one vote be cast in respect to any such lot.

Class B. The sole Class B Member shall be the Developer. The Class B Member shall be entitled to four votes for each lot in which it holds the interest required for membership under Article V. The Class B membership shall cease and become converted to Class A membership upon the occurrence of the first of either of the following two events:

1. After seventy percent of the lots in the development have been conveyed to lot purchasers; or
2. Three years following the conveyance of the first lot, or five years following such conveyance in the event the Developer incorporates additional phases into the development and brings such additional phases under the Declaration filed for record for Sheffield Subdivision.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by Board of five Directors, who need not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
M. Stewart Mungo	4400 St. Andrews Road, Columbia, S.C.
Steven W. Mungo	4400 St. Andrews Road, Columbia, S.C.
V. Bryan Graham, Jr.	4400 St. Andrews Road, Columbia, S.C.

At the first annual meeting, Members shall elect two Directors to serve for a term of one year; two Directors to serve for a term of two years; and one Director to serve for a term of three years; and at each annual meeting thereafter, the Members shall fill

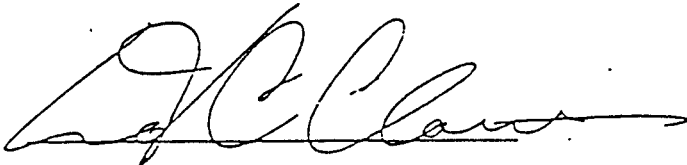
ARTICLE XII

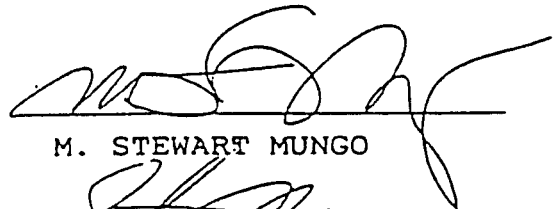
DECLARATION AND PETITION FOR INCORPORATION

The incorporator shall prepare and extract from these Articles of Incorporation the necessary and proper information in order to file with the South Carolina Secretary of State the Declaration and Petition for Incorporation pursuant to Chapter 31, Title 33, of the South Carolina Code of Laws (1976), as amended and acts amendatory thereto, to provide for the incorporation of Sheffield Homeowners' Association, Inc.. The Charter issued by the Secretary of State pursuant to said Declaration shall be deemed incorporated in and made a part of these Articles.

Three day's notice in the The Dispatch News, a newspaper published in the County of Lexington has been given that the Declaration and Petition for Incorporation would be filed.

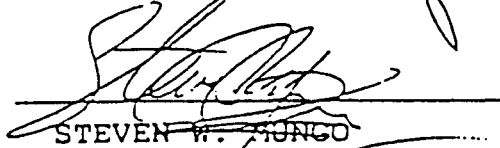
IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of South Carolina, we, the undersigned, constituting the incorporators of this Association, - have executed these Articles of Incorporation this the 29 day of January, 1990.





M. STEWART MUNGO





STEVEN W. MUNGO



V. BRYAN GRAHAM, JR.

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath, says that (s)he saw the within named M. Stewart Mungo, Steven W. Mungo, and V. Bryan Graham, Jr. sign, seal and as their act and deed, deliver the within written Articles of Incorporation of Sheffield Homeowners' Association, Inc. for the uses and purposes therein mentioned, and that (s)he with the other witness whose name appears above witnessed the execution thereof.

Sherrill B...
WITNESS

SWORN TO BEFORE ME THIS
29 DAY OF JANUARY, 1990

[Signature]

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 1/3/96

BYLAWS OF
SHEFFIELD HOMEOWNERS' ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Corporation is Sheffield Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the Corporation shall be located at 4400 St. Andrews Road, Columbia, South Carolina 29210, but meetings of Members and Directors may be held at such places within the state of South Carolina, County of Lexington as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Sheffield Homeowners' Association, Inc., its successors and assigns.

Section 2. "The Properties" shall mean and refer to all property including lots and common areas, as are subject to the Declaration as defined herein, and which are described in Schedule A together with any additional phases that may be developed pursuant hereto.

Section 3. "Common Areas" shall mean and refer to those areas of land shown on any subdivision map of The Properties or by any other means so designated. Such areas are intended to be devoted to the common use and enjoyment of Members of the Association as herein defined and are not dedicated for use by the general public.

Section 4. "Lots" shall mean and refer to any plot of land with such improvements as may be erected thereon intended and subdivided for dwelling home use, shown on any subdivision map of The Properties, but shall not include Common Areas as herein defined.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title

of any lots, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of the foreclosure. Owner shall also mean and refer to any record owner of a parcel or tract of land adjacent to the development who becomes a member pursuant to ARTICLE IV, Section I of the Declaration. Said term "Owner" shall also refer to the heirs, successors, and assigns of any Owner.

Section 6. "Developer" shall mean and refer to Sheffield, Inc., a Corporation organized and existing under and pursuant to the laws of the State of South Carolina, its successors and assigns, in the development of The Properties.

Section 7. "Member" shall mean and refer to all those Owners or adjacent owners who are Members of the Association, as provided in Article IV of the Declaration.

Section 8. "Development", "Project", and "Community", shall mean and refer to Sheffield Subdivision and/or any additional phases of Sheffield Subdivision to be developed and constructed by the Developer.

Section 9. "Plans", "Specifications", "Elevations", "Exterior Designs", and such like terms shall refer to and encompass the plans, specifications, elevations, and designs as well as set backs, locations, etc. contained hereinafter in this document or in the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Sheffield Subdivision.

Section 10. "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Sheffield Subdivision and also any amendment or modification thereof.

Section 11. "Additional Developers" shall mean and refer to M. Stewart Mungo, Steven W. Mungo, Richard J. Marsh, or any partnership or corporation in which one or any combination of them own a controlling interest.

* Amended 11/17/98 (Refer to Page #49)

ARTICLE III
MEETING OF MEMBERS

* Section 1. Annual Meetings. The first annual meeting of the

**Amendment to Bylaws
Regarding
Article III, Section I**

On November 17, 1998 the Homeowners Association at the annual meeting voted on and approved the following amendment to the Association Bylaws:

Formerly:

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting for Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Amended:

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on a day in November thereafter, as determined by the Board, at the hour of 7:00 p.m.

Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting for Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of Members who are entitled to vote one-fourth of all of the votes of the Class A Membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen days before such meeting to each member entitled to vote thereat, addressed to the Members' address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of the special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his lot.

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five Directors, who need not be Members of the Association; provided, however, that until the first annual meeting there shall be only three Directors.

Section 2. Term of Office. At the first annual meeting, the Members shall have two Directors for a term of one year, two Directors for a term of two years, and one Director for a term of three years; and at each annual meeting thereafter, the Members shall elect successor Directors for terms of three years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his successors shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred for the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election for the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor of the annual meeting. The nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Directors, to serve from the close of such annual meeting until the close of the next annual meeting and such point shall be announced at each

annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws and the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular Meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by Resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which each Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, or a period not to exceed sixty days for infraction of published rules and regulations;

(c) Exercise for the Association of all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three consecutive regular meetings of the Board of Directors unless such absence shall be been excused by a majority of the Board, and;

(e) Employ a manager, an independent contractor, or such other employees as they may deem necessary, to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement there of to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) Fix the amount of annual assessments against each lot at least thirty days in advance of each annual assessment;

(2) Send written notice of each assessment to every owner subject thereto at least thirty days in advance of each annual assessment;

(3) Foreclose the lien against any property for which assessments are not paid within thirty days after due date

or to bring an action at law against the owner personally obligated to pay the same;

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having physical responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The offices of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The Officers of this Association shall be elected annually by the Board, and each shall hold office for one year unless he shall sooner resign, or shall be removed, or other wise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time giving written notice to the Board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified

therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; see that the orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a Public Accountant at the

completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Board as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, or other reasonable circumstances, be subject to inspection by any member and by any holder, insurer, or guarantor of any first mortgage. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member, lender, holder, insurer, or guarantor of any first mortgage at the principal office of the Association, where copies may be purchased at reasonable cost.

Upon request, any owner or the holder, insurer, or guarantor of any first mortgage on any lot, shall be entitled to a financial statement showing the statement of operations and the balance sheet of the Association for the immediately preceding fiscal year.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay the Association annual and special assessments which are secured by a continuing lien on the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty days after the delinquency the assessment shall bear interest from the date of delinquency at the rate of 8% per annum, and the Association may bring legal action against the owner

personally obligated to pay the same or may enforce and foreclose the lien against the lot or lots; and in the event judgment is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No owner may waive or otherwise escape liability for the assessment provided for herein by non use of the Common Area or abandonment of his lot.

ARTICLE XII
CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: Sheffield Homeowners' Association, Inc.

ARTICLE XIII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B Membership.

Section 2. In the case of any conflict of any Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF we, being all of the Directors of Sheffield

Homeowners' Association, Inc. have hereunto set our hands and seals this 29 day of January, 1990.

WITNESSETH:

[Signature]

[Signature]
M. STEWART MUNGO

[Signature]
STEVEN W. MUNGO

[Signature]

[Signature]
V. BRYAN GRAHAM, JR.

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who, on oath, deposes and says that (s)he saw the within named M. Stewart Mungo, Steven W. Mungo, and V. Bryan Graham, Jr., sign, seal and as their act and deed deliver the within written Bylaws for the uses and purposes therein mentioned, and that (s)he with the other witness whose names appear above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
29 DAY OF JANUARY, 1990

[Signature]
WITNESS

[Signature]

NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 1/3/96