

THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TELFAIR PLANTATION

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TELFAIR PLANTATION (this "Third Amendment") is made this 6th day of March 2017 by First Funding, LLC, a Tennessee limited liability company, (the "Declarant").

WHEREAS, declarant submitted certain real property located in Jasper County, South Carolina described therein (the "Property") to the provisions of that certain Declaration of Covenants, Conditions and Restrictions for Telfair Plantation, dated September 5, 2007, and recorded at Volume 597, Page 176, Jasper County, South Carolina records (the "Declaration"), and

WHEREAS, pursuant to Section 12.01 and 12.02 of the Declaration, Declarant desires to amend the Declaration as more particularly set forth herein.

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid, the above listed recitals, and the benefits to be derived by each and every subsequent owner of any property located within Telfair Plantation, the Declarant hereby amends the Declaration as follows:

1. All capitalized terms not otherwise defined in this Third Amendment shall have the meanings ascribed thereto in the Declaration.
2. Section 8.03 will have the added addition of sub-section (c). Section 8.03 (c) will be inserted and state the following:

8.03 (c) Telfair Plantation Property Owners Association has approved an annual budget of a \$800.00 POA due fee per owner. Please note that \$200.00 of this \$800.00 annual , per owner dues fee, will go into a separate account named and allocated for the Road Maintenance Fund.

3. Section 8.03 will have the added addition of sub-section (d). Section 8.03 (d) will be inserted and state the following:

8.03 (d) Any owner who owns more than one lot will be only responsible for one (1) POA due fee. If a multiple lot owner sells or deeds one of the lots to another ownership entity then they are treated as two separate lots and are responsible for two (2) separate dues.

4. Section 9.02 will have the added addition of sub-section (b). Section 9.02 (b) will be inserted and state the following:

9.02 (b) Guest Houses will be permitted on property owners lots in Telfair Plantation. Please note that Guest Houses will have a minimum square footage of one thousand (1,000) square feet and cannot be constructed until the property owners primary house is constructed.

5. Section 9.02 will have the added addition of sub-section (c). Section 9.02 (c) will be inserted and state the following:

9.02 (c) Short term rentals will be allowed for property owners in Telfair Plantation. Short term rentals will have a minimum of one (1) night at property owners household.

6. In Bylaws of the Prohibited Conditions (Section 2) of sub-section (y) will be amended in the following:

Bylaws- Prohibited Conditions (section 2){sub-section (y)} : recreational vehicles, boats, boat trailers are allowed on owners property as long as these items are not visible from the common road.

IN WITNESS WHEREOF, the Declarant and the President have executed this Third Amendment on the day and year above first written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

Commie Lill

Tom Paxton
Tom Paxton
President of PCA

John K. Scott IV
John K. Scott IV
Witness

DECLARANT:

First Funding, LLC

By: First Funding, LLC, a Tennessee Limited Liability Company

By: Millard V. Oakley
Millard V. Oakley

STATE OF TENNESSEE)

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ACKNOWLEDGMENT

COUNTY OF OVERTON)

Personally appeared before me the undersigned, a Notary Public in and for said county and state aforementioned, MILLARD V. OAKLEY, who acknowledged himself to be the Manger of First Funding, LLC, a Tennessee limited liability company, and in his capacity as such, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 6th day of March, 2017

Tammie Sells

Notary Public

My Commission Expires: 4-18-17

