

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

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TELFAIR PLANTATION (this "Second Amendment") is made this 25th day of February, 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 First Amendment shall have the meanings ascribed thereto in the Declaration.
2. Section 9.03 and any previous amendments to section 9.03 is hereby deleted in its entirety and the following is inserted in lieu thereof:

9.03 Square Footage. No plans will be approved unless the proposed Dwelling on a particular Lot will have the minimum required square footage of two thousand (2,000) square feet. This will be for all lots in the Telfair Plantation, Lots 1-74. There will be no maximum square footage in Telfair Plantation.

3. Section 8.06 will have the added addition of sub-section (b). Section 8.06 (b) will be inserted and state the following:

8.06 (b) Building Capital Impact Fee. A building Capital Impact Fee of \$2,500.00 will be applied to each property owner in Telfair Plantation at the point of house construction. This fee of \$2,500.00 will be payable to the Telfair Property Owners Association (POA) to contribute to a Road Maintenance Fund. This fee will be paid when the owner's Building Permit is approved and issued by Jasper County.

4. Except as amended by this Second Amendment, all terms and conditions of the Declaration shall remain in force and effect. The undersigned hereby ratify, confirm and reaffirm the Declaration, as hereby modified and amended. In the event of a conflict between the terms of the Declaration and the terms of this Second Amendment, the terms of this Second Amendment shall control.

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

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

DECLARANT:

First Funding, LLC

(Tennessee) LLC
Tom Peyton
Tom Peyton
President of HOA
John R. Scott
John R. Scott
witness

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

By:

Millard V. Oakley

STATE OF TENNESSEE

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ACKNOWLEDGMENT

COUNTY OF OVERTON

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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 Manager 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 18th day of February, 2017

Tammie Sells

Notary Public

My Commission Expires: 4-18-17

