

The Telfair Plantation

Declaration of Covenants, Conditions, and Restrictions for Telfair Plantation

Jasper County, State of South Carolina

Property Owners Association Board Certified as Properly Approved July 21, 2023.

This updated Declaration of Covenants, Conditions, and Restrictions for Telfair Plantation has been modified to incorporate the Telfair Plantation Bylaws (previously a separate document), three previously approved amendments, and recent changes approved by property owners in full compliance to the current Covenants, Conditions, and Restrictions.

This document pertains to the following property as described in in the original Covenants and Restrictions as Exhibit "A" and recounted here for clarity:

LEGAL DESCRIPTION

Being all those certain pieces, parcels, or tracts of land located in Jasper County, South Carolina, containing approximately 562.84 acres, more or less, designated as Lot "D" and being more particularly shown and described on that certain "Subdivision of 1609.07 acres located in Jasper County, South Carolina, a portion of the Delta Plantation" prepared for North Savannah Properties, LLC by Charles W. Tuten, Jr., South Carolina and RLS #13522, dated August 12, 2004 and recorded in the Office of the Registrar of Deeds for Jasper County, South Carolina, in Plat Book 27, Page 357. For a more detailed description as two courses, metes and bounds, reference may be made to said plat of record.

This document replaces the following governing documents:

Declaration of Covenants, Conditions, and Restrictions for Telfair Plantation

Deed Book: 0597

Page: 254

Bylaws of Telfair Plantation Property Owners Association, Inc.

Instrument: 200700006034

Deed Book: 0587

Page: 0209

First Amendment to Declaration of Covenants, Conditions and Restrictions for Telfair Plantation

Instrument: 201000001395

Volume 787

Page: 0352-0353

Second Amendment to Declaration of Covenants, Conditions and Restrictions for Telfair Plantation

Instrument: 201700000921

Book: 0945

Page: 0598 – 0600

Third Amendment to Declaration of Covenants, Conditions and Restrictions for Telfair Plantation

Instrument: 201700000922

Book: 0943

Page: 0601 – 0603

The Telfair Plantation

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144 **This document replaces in its entirety the September 5th 2007 Telfair Plantation Covenants,**
145 **Conditions and Restrictions and all subsequent amendments, with the following.**
146

147 **THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**
148 **FOR TELFAIR PLANTATION is made this 5th day of September, 2007, by North**
149 **Savannah Properties, LLC., a South Carolina limited liability company (the “Declarant”).**

150 **WITNESSETH:**

151 **WHEREAS, the Declarant is the owner of a certain real property located in Jasper County,**
152 **South Carolina, which is more particularly described in Exhibit “A” attached here to and**
153 **incorporated herein by reference, the Declarant desires to subject such property to the provisions**
154 **of this Declaration and to develop the property as Telfair Plantation and to provide a method for**
155 **the administration and maintenance of such property; and**

156 **NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit “A” be**
157 **subjected to this Declaration shall be held, transferred, sold, conveyed, leased, occupied and used**
158 **subject to the following easements, restrictions, covenants, charges, liens, and conditions, which**
159 **are for purpose of protecting the value and desirability of and which shall touch, concern and run**
160 **with the title to the real property subjected to this Declaration and which shall be binding upon**
161 **and inure to the benefit of all parties having any title, right, or interest in the described properties**
162 **or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns.**

163 **[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**

164

165 **Article 1 Definitions**

166 **I.01 Definitions**

- 167 (a) Adequate Cause: Shall mean and refer to tree removal, a planned, reasonable use of property that
 168 does not significantly impinge on adjacent property owner's land use and will not detract from any
 169 adjacent landowner's property values when the project is completed.
- 170 (b) Annual Assessment: Shall mean and refer to assessments levied on all Units to fund Common
 171 Expenses as determined in Accordance with Article VIII.
- 172 (c) Architectural Review Committee: Shall mean and refer to the Telfair Plantation Association's
 173 Architectural Review Committee (ARC).
- 174 (d) Articles of Incorporation: Shall mean and refer to the Articles of Incorporation of Telfair
 175 Plantation Property Owners Association, Inc., as amended from time to time.
- 176 (e) Association: The Telfair Plantation Property Owner's Association, Inc., a South Carolina non-
 177 profit corporation, its successors or assigns, comprised of all the Property Owners. This may be
 178 referred to as the Association or as the POA.
- 179 (f) Board of Directors: Shall mean and refer to the Board of Directors of the Association, which is the
 180 governing body of the Association. This may be referred to as the Board.
- 181 (g) Building: Any building or structure or a portion of a building or structure, situated upon a Lot and
 182 intended for use or occupancy as a residence for a single family.
- 183 (h) By-Laws of the Association or the By-Laws: Which are attached as Exhibit "B", shall mean and
 184 refer to the By-Laws of Telfair Plantation Property Owners Association, Inc. which will govern
 185 the administration and operation of the Association, as the same may be amended from time to
 186 time.
- 187 (i) Common Area(s): Shall mean and refer to all real and personal property now or hereafter
 188 designated in writing by the Declarant as Common Areas and conveyed to the Association.
 189 Nothing contained herein shall limit the type of personal property that may be owned by the
 190 Association as Common Areas. Real property may include but shall not be limited to the Roadway
 191 Easement, walkways, rights-of-way, open spaces (landscaped and natural), lagoons, recreation
 192 facilities, well-sites, Tide Control Structures, and such other areas which have been or may be
 193 designated by the Declarant as constituting Common Areas within the Property, together with
 194 such improvements thereon as may be necessary for the maintenance and upkeep of such areas.
 195 For clarity, the Telfair Board of Directors specifies the Common Areas as follows:
- 196 a. Paved roadways
 197 b. Shoulders of paved roadways to 15 feet from pavement
 198 c. Entrance gate area
 199 d. Ponds and adjacent areas within 15 ft the pond edge, unless the pond is wholly contained
 200 within a single lot
 201 e. Cemetery area
 202 f. Equestrian trails
 203 g. Boat ramp
 204 h. Fresh and salt-water marshes
 205 i. Floodgates
 206 j. Any other area outside of the platted properties.
- 207 (j) Common Expenses: Shall mean and refer to all expenditures lawfully made or incurred by or on
 208 behalf of the Association, together with all funds lawfully assessed for the creation or maintenance
 209 of reserves, pursuant to the provisions of this Declaration.

- 210 (k) Community Enhancement Assessment: Shall mean and refer to assessment payable to the
211 Association upon the sales of a Unit as described in Section VIII.06 herein.
- 212 (l) Declaration: Shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions
213 for Telfair Plantation and all amendments thereof filed for record in the Office of the Register of
214 Deeds for Jasper County, South Carolina.
- 215 (m) Development: Shall mean and refer to the Property and all improvements located or constructed
216 thereon.
- 217 (n) Dwelling: Shall mean and refer to any improved property intended for use as a single-family
218 detached dwelling located within the Development.
- 219 (o) Exterior of Building: Shall mean and refer to all exterior walls and roofing areas of any structure.
- 220 (p) Equestrian Property: Shall mean and refer to a parcel containing 85 and thirty-one one hundredths
221 of an acre (85.31), more or less, designated as Lot "C" on that certain plat entitled "A Subdivision
222 of 1609.07 Acres located in Jasper County, SC, A Portion of the Delta Plantation Surveyed for
223 North Savannah Properties, LLC" dated March 3, 2004, as last revised on August 12, 2004,
224 prepared by EMC Engineering Services, Inc., which plat is recorded in the Office of the Register
225 of Deeds of Jasper County, South Carolina, in Plat Book 27 at Page 357.
- 226 (q) Equestrian Trails: Shall mean and refer to certain areas within the Development designated as
227 trails for horseback riding, pedestrian access, and non-motorized bicycle access.
- 228 (r) Extraordinary Costs: Shall mean and refer to expenses incurred to prevent further damage and/or
229 to restore the Association's common area property to a fully usable, visually attractive condition
230 following a natural or man-made disaster when prompt action reasonably precludes calling a
231 special Property Owners Association meeting in the opinion of the Board.
- 232 (s) Foreclosure: Shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or
233 the conveyance of secured property by deed in lieu of a judicial foreclosure.
- 234 (t) Lease: Shall mean and refer to any lease, sublease, or rental contract, whether oral or written.
- 235 (u) Lot: Shall mean and refer to any unimproved portion of the Property upon which it is intended that
236 a single Dwelling shall be constructed. A parcel of land shall be deemed unimproved and thus a
237 Lot, rather than a Dwelling, until the improvements constructed there on are sufficiently complete
238 to reasonably permit habitation thereof. Upon such completion, such parcel and the improvements
239 thereon shall collectively be considered a Dwelling for purposes of this Declaration. The
240 boundaries of each Lot shall be recorded on a Recorded Plat.
- 241 (v) Lot Conservation Area: Shall mean and refer to the area between the lot lines and the building set
242 back lines shown on the recorded subdivision map totaling 81.26 acres.
- 243 (w) Masonry Material: Shall mean and refer to construction material consisting of brick, stone,
244 concrete stucco, or other concrete based building products intended for building exteriors.
- 245 (x) Member: Shall mean and refer to a person subject to membership in the Association pursuant to
246 Article IV (confirmed ref).
- 247 (y) Mortgage: Shall mean and refer to a mortgage, security deed, deed of trust, installment land sales
248 contract, or other similar security instrument granting, creating, or conveying a lien upon, a
249 security interest in, or a security title to a Unit.
- 250 (z) Mortgagee: Shall mean and refer to the holder of a Mortgage.
- 251 (aa) Noxious or Offensive Activity: Shall mean and refer to activity or behavior that is deemed to have
252 significantly undesirable or illegal qualities as determined by the Board in its sole discretion.

- 253 i. Noxious: Shall mean and include toxic, poisonous, deadly, lethal, venomous, injurious,
254 deleterious, nasty, unpleasant, offensive, horrible, foul, disgusting, or pernicious.
- 255 ii. Offensive: Shall mean and include nasty, distasteful, odious, hateful, insulting, rude, abusive,
256 provoking, or violent.
- 257 (bb) Occupant: Shall mean and refer to any person, including without limitation, any Owner or any
258 guest, invitee, lessee, tenant, or family member of an owner, occupying, or otherwise using a
259 Dwelling within the Development.
- 260 (cc) Owner: Shall mean and refer to one or more persons, who or which owns fee simple title to any
261 Unit excluding, however those persons having such an interest under a Mortgage. In the event
262 there is recorded in the Office of the Register of Deeds for Jasper County, South Carolina, any
263 installment land sales contract covering any Unit the owner shall be the purchaser under said
264 contract, and not fee simple title holder. An installment land sales contract shall be an instrument
265 whereby the purchaser is required to make a payment for a Unit for a period extending beyond
266 nine (9) months from the date of the contract, and where the purchaser does not receive title to
267 such Unit until all such payments are made, although the purchaser is given user of such Unit.
- 268 (dd) Permanently Parked: Shall mean and refer to recreational vehicles, campers and/or trailers and is
269 defined as being two (2) weeks or more per calendar year, at one time or in aggregate.
- 270 (ee) Person: Shall mean and refer to a natural person, a corporation, a partnership, limited liability
271 company, association, trust, or any other legal entity or any combination thereof.
- 272 (ff) Property: shall mean and refer to those tracts or parcels of land describer in Exhibit "A", together
273 with all improvements thereon.
- 274 (gg) Reasonable Use of Property: Shall mean and refer to use that does not significantly impinge on
275 any adjacent property owner's land use and will not detract from any adjacent landowner's
276 property values when the project is completed.
- 277 (hh) Roadway Easement: Shall mean and refer to that certain easement granted by SCAD for the use
278 and benefit of the Declarant, Association, and Members, said Roadway Easement being recorded
279 in the Office of the Register of Deeds for Jasper County, South Carolina in Book 595 at Page 234.
- 280 (ii) SCAD: Shall mean and refer to The Savannah College of Art and Design, Inc., a Georgia non-
281 profit corporation.
- 282 (jj) Specific Assessment: Shall mean and refer to assessments levied in accordance with Section
283 VIII.05.
- 284 (kk) Tree Size: Shall mean and refer to the minimum diameter of a tree trunk, not bush or other
285 vegetation trunk, when measured approximately four feet above the ground.
- 286 (ll) Unit: Shall mean and refer to a portion of the Property, whether a Lot or Dwelling, which may
287 independently be owned and conveyed, and which is intended for development use, and
288 occupancy as an attached or detached residence for a single family. The term shall refer to the
289 land, if any, which is part of the Unit as well as any improvements thereon.
- 290 (mm) Use Agreement: Shall mean and refer to that certain Use Agreement and Agreement to Grant
291 Easements by and between the Declarant and SCAD dated September 14, 2004.
- 292 (nn) Working Capital Fee: Shall mean and refer to the fee levied in accordance with Section VIII.06.
- 293

294 **II Plan of Development**

295 All text was removed, this section is no longer valid.

296 **III Property Rights**

297 **III.01 Owners of Units**

298 Each Lot and Dwelling shall for all purposes constitute real property which, subject to the provisions of this
 299 Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each
 300 Owner shall be entitled to the exclusive ownership of his Unit, subject to the provisions of the Declaration,
 301 including without limitation, the provisions of this Article III. The Ownership of each Lot or Dwelling shall
 302 include, and there shall pass with each Lott and Dwelling as an appurtenance thereto, whether or not
 303 separately described, all of the right and interest in and to the Common Areas as established hereunder,
 304 which shall include, but not be limited to, membership in the Association. Each Owner automatically
 305 become a member of the Association and shall remain a member thereof until such time as his ownership
 306 ceases for any reason, at which time his membership in the Association shall automatically pass to the
 307 successor0in-title to his Unit.

308 **III.01 Owners Easements of Enjoyment**

309 Subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time
 310 established by the Board of Directors in accordance with the By-Laws and the terms thereof, every Owner,
 311 his family, tenants, and guests shall have a non-exclusive right, privilege, and easement of use and
 312 enjoyments in and to the Common Areas, such easement to be appurtenant to and pass and run with title to
 313 each Lot and Dwelling, subject to the following provisions:

- 314 (a) The right of the Association to borrow money (i) for the purpose of improving the Development, or
 315 any portion thereof, (ii) for acquiring additional Common Areas, (iii) for constructing, repairing,
 316 maintaining or improving any facilities located or to be located within the Development, or (iv) to
 317 give as security for payment of any such loan a mortgage or other security instrument conveying all
 318 or a portion of the Common Areas; provided, however, that the lien and encumbrance of any such
 319 security instrument given by the Association shall be subject and subordinate to any and all rights,
 320 interest, options, licenses, easement and privileges herein reserved or established any owner, or the
 321 holder of any Mortgage, irrespective of when such Mortgage is executed or given.
 322 (b) The right of the Association to grant and accept easements as provided in Section III.07 hereof and to
 323 dedicate or transfer fee simple title to all or any portion of the Common Areas to any public agency or
 324 authority, governmental authority body politic, public service district, public or private utility, or
 325 other person, provided that any such transfer of the simple title must be approved by a majority of
 326 those present in person or by proxy at a duly held meeting of the Association.
 327 (c) The rights and easements reserved in Section III.07 hereof for the benefit of the Association, its
 328 directors, agents, and employees.

329 **III.03 Equestrian Center Easement**

330 In accordance with the Use Agreement executed by the Declarant and SCAD, and incorporated by
 331 reference herein, the Declarant reserves for the benefit of SCAD, its students, boarders, guests, designees,
 332 employees, and/or agents, Owners, and the Association, an easement for pedestrian, vehicular (provided
 333 same is limited to the use of emergency vehicles, maintenance vehicles, and other vehicles SCAD may
 334 require for the use and maintenance of the Equestrian Trails), and equine access over and across the
 335 Equestrian Trails located on the Property.

336 **III.04 Access**

337 All Owners, by accepting title to Units, waive all rights of uncontrolled and unlimited access, ingress, and
 338 egress to and from such Unit and acknowledge and agree that their means of access and ingress and egress
 339 to their Units shall be limited to the rights-of-way contained within the Common Areas.

340 **III.06 Changes in Boundaries: Additions to Designated Common Areas**

341 The Telfair Board of Directors may, in its sole discretion, may from time to time add to or change the
 342 designated Common Areas, as defined in I.01.

343 **III.07 Easements for Utilities**

344 There is hereby reserved for the benefit of the Association, and their respective successors and assigns, the
 345 alienable, transferable, and perpetual right and easement, as well as the power to grant and accept
 346 easements to and from any public authority or agency, public service district, public or private utility, or
 347 other person, upon, over, under, and across (i) all of the Common Areas, and (ii) all land located along the
 348 interior of and within ten (10) feet of each boundary of all Lots and Dwellings, such lands to be bounded by
 349 the exterior boundaries of such Units and by lines in the interior of such Units which are exactly ten (10)
 350 feet from such exterior boundaries, for the purpose of installing, replacing, repairing, maintaining, utilities,
 351 including, but not limited to storm drainage systems, electrical, telephone, cable television, water lines.

352 **III.09 No Partition**

353 There shall be no judicial partition of the Development or any part thereof, nor shall any person acquiring
 354 any interest in the Development, or any part thereof seek any such judicial partition unless the
 355 Development has been removed from the provisions of this Declaration.

356 **IV Membership and Voting**

357 **IV.01 Membership**

358 Every Owner is automatically a Member of the Association. However, there shall be only one membership
 359 per Unit. This is a Unit is owned by more than one Owner, all co-Owners of the Unit shall share the
 360 privileges of such membership, and all co-Owners shall be jointly and severally obligated to perform the
 361 responsibilities of the Owners. The membership rights of an Owner which is not a natural person may be
 362 exercised by any office, steward, member, partner, or trustee, or by any individual designated from time to
 363 time by the Owners in writing to the Secretary of the Association.

364 **IV.02 Voting**

365 The Association shall have a single class of membership and all Owners of Units shall have one (1) vote for
 366 each Unit owned. No vote shall be exercised for any Unit if any assessment for the Unit is delinquent for
 367 any property, or for any property which exempt from assessment. The vote for each Unit shall be exercised
 368 by the Owner of the Unit. If there is more than one (1) Owner of a Unit, the vote for such Unit shall be
 369 exercised as the co-Owners determine among themselves and advise the Association's secretary in writing
 370 prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one
 371 Person seeks to exercise it.

372 **V Maintenance**

373 **V.01 Responsibilities of Owners**

374 All maintenance and repair of Units, together with all other improvements thereon or therein, and all lawns,
 375 landscaping, and grounds on and within a Unit shall be the responsibility of the Owner of such Unit. As
 376 provided in Section V.02(b) hereof, each owner shall also be obligated to pay for the costs incurred by the
 377 Association for maintaining or cleaning any item which is the responsibility of such Owner, but which
 378 responsibility such Owner fails or refuses to discharge. No Owner shall decorate, change, or otherwise alter
 379 the appearance of any portion of the exterior of a Dwelling, building or other improvement or the
 380 landscaping, grounds, or other improvements within a Lot unless such decoration, change, or alteration is
 381 first approved in writing, by the Architectural Review Committee as provided in Article IX hereof.

382 **V.02 Association's Responsibility**

383 (a) Except as may be herein otherwise specifically provided, after the Common Areas have been deeded
 384 to the Association, the Association shall maintain and keep in good repair (i) all portions of the
 385 Common Areas, which responsibility shall include the maintenance repair, and replacement of the
 386 road rights-of-way Tide Control Structures and Equestrian Trails, and (ii) such utility lines and related
 387 systems which are part of the Common Areas and which are not maintained by a public authority,
 388 public service district, public or private utility, or other person. No diminution or abatement of
 389 assessments, fees, or charges shall be claimed or allowed by reason of any alleged failure of the
 390 Association under this Declaration, or for the inconvenience or discomfort arising from making
 391 improvements or repairs which are the responsibility of the Association, or form any action taken by

- 392 the Association to comply with any law, ordinance, or with any order or directive of any municipal or
 393 ither governmental authority, the obligation to pay such assessments, fees, and charges be a separate
 394 and independent covenant on the part of each Owner.
- 395 (b) Although the Association shall be obligated to repair and maintain the Tide Control Structures, Jasper
 396 County shall be allowed to perform such maintenance in the case of an emergency. Access to the Tide
 397 Control Structures shall be across the Equestrian Center Easement which is shared by the owners in
 398 Telfair Plantation and SCAD. However, lot owners on the interior lakes individually have the primary
 399 responsibility to ensure that drainage areas/ditches from their property are clear of debris and
 400 functioning properly.
- 401 (c) In the event that the Board of Directors determines that: (i) any Owner has failed or refused to
 402 discharge properly his or its obligations with regard to maintenance, cleaning, repair, or replacement
 403 which it is responsible hereunder, or (ii) the need for maintenance, cleaning, repair or replacement
 404 which is the responsibility of the Association hereunder is caused through willful or negligent act of
 405 an Owner, his family, tenants, guests, or invitees, and is not covered or paid for by insurance in
 406 whole or in part, then, in either event, the Association, except in the event of an emergency situation,
 407 may give such owner written notice of the Association's intent to provide such necessary
 408 maintenance, cleaning, repair, or replacement at the sole cost and expense of such owner, and setting
 409 forth with reasonable particularity the maintenance, cleaning, repair, or replacement deemed
 410 necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days
 411 within which to complete the same in a good and workmanlike manner, or in the event that such
 412 maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15)
 413 day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to
 414 complete the same in a good and workmanlike manner. In the event of emergency situations or the
 415 failure of any Owner to comply with provisions hereof after such notice, the Association may provide
 416 (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or
 417 replacement at the sole cost and expense of such Owner and said cost shall be billed to the Owner and
 418 due within thirty (30) days of the dated bill. If unpaid by the Owner within thirty (30) days, the
 419 amount will be added to and become part of the assessment to which said Owner and his Unit are
 420 subject and shall become a lien against such Unit

421 VI Insurance and Casualty Losses

422 VI.01 Insurance

- 423 (a) The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and
 424 continue in effect adequate property insurance, in such form as the Board deems appropriate, for the
 425 benefit of the Association and insuring all insurable improvements in and to the Common Areas
 426 against loss or damage by fire or other hazards, without limitation, extended coverage, flood,
 427 vandalism, and malicious mischief, such coverage to be in an amount to cover full replacement cost
 428 (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of
 429 any repair or reconstruction in the event of damage or destruction from any such hazard.
- 430 (b) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in
 431 effect a public liability policy covering all the Common Areas and all damage or injury cause by the
 432 negligence of the Association, its members, its directors and all officers, or any of its agents. Such
 433 public liability policy shall provide such coverages as are determined to be necessary by the Board of
 434 Directors.
- 435 (c) The Board or its duly authorized agents shall have the authority and may obtain: (i) worker's
 436 compensation insurance to the extent necessary to comply with any applicable laws, and (ii) such
 437 other types and amounts of insurance as may be determined by the Board to be necessary or desirable.
- 438 (d) All insurance coverage obtained by the Board of Directors shall be written in the name of the
 439 Association as trustee for each of the Owners and costs of all such coverage shall be a Common
 440 Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter
 441 in force with respect to the Development shall be vested in the Board of Directors; provided however,
 442 that no mortgagee or other security holder of the Common Areas having an interest in such losses
 443 may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as
 444 permitted by law, the Association shall be required to make every effort to secure insurance policies
 445 with provisions hereinafter set forth.
- 446 (e) It shall be the responsibility of each Owner of a Unit at his own expense to provide, as he sees fit,
 447 public liability, property damage, and other insurance with respect to his own Lot and Dwelling.

448 **VI.02 Damage of Destruction to Units**

449 In the event of damage or destruction by fire or other casualty to any Dwellings and in the further event that
 450 Owner of such Dwelling, responsible for the repair and replacement thereof, elects not to repair or rebuild
 451 the damaged or destroyed Dwelling, such Owner making such election shall promptly clear away the ruins
 452 and debris of any damaged improvements or vegetation and leave the Lot in a clean, orderly, safe, and
 453 slightly condition. Should such Owner elect to repair or rebuild such Dwelling, such Owner shall repair or
 454 rebuild such Dwelling to substantially the same condition as existed prior to such fire or other casualty and
 455 in accordance with all applicable standards, restrictions, and provisions of this Declaration (including,
 456 without limitation, Article IX hereof.

457 **VII Administration**

458 **VII.01 Common Areas**

459 The Association, subject to the rights of the Declarant and the rights and duties of the Owners set forth in
 460 this Declaration, shall be responsible for the exclusive management and control of the Common Areas and
 461 all improvements thereon and shall keep the same in good, clean, attractive, and sanitary condition, order,
 462 and repair, pursuant to the terms and conditions thereof, except to the extent otherwise required by the
 463 provisions of the South Carolina Code of Law relating to nonprofit corporations, this Declaration, the By-
 464 Laws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be
 465 exercised by the Board of Directors, acting through the officers of the Association, without further action
 466 on part of the Owners.

467 **VII.02 Duties and Powers**

468 The duties and powers of the Association shall be those set forth in the provisions of the South Carolina
 469 Code of Laws relating to nonprofit corporations, this Declaration, the By-Laws, and the Articles of
 470 Incorporation, together with those reasonably implied to effect the purposes of the Association; provided
 471 however, that if there are conflicts or inconsistencies between the South Carolina Code of Laws relating to
 472 nonprofit corporations, this Declaration, the By-Laws, and the Articles of Incorporation, in that order, shall
 473 prevail, and each Owner of a Unit, by acceptance of a deed or other conveyance therefor, covenants to vote
 474 in favor of such amendments as will remove such conflicts or inconsistencies. The Association may
 475 exercise any other right or privilege reasonably to be implied from the existence of any right or privilege
 476 given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the
 477 Association shall include, but shall not be limited to hold, lease, mortgage, sell, and convey the same. Such
 478 duties may include, but shall not be limited to, arranging with governmental agencies, public service
 479 districts, public or private utilities, or others, as a Common Expense or by billing directly to Units, to
 480 furnish trash collections and water.

481 **VII.03 Agreements**

482 All agreements and actions authorized by the Board of Directors shall be binding upon all Owners, their
 483 heirs, legal representatives, successors, and assigns, and any others having an interest in the Development
 484 or the privilege of possession and enjoyment of any part of the Development. In furtherance of the
 485 foregoing and in limitation thereof, the Association may obtain and pay for the services of any person or
 486 entity to manage the affairs or any part thereof, to the extent it deems advisable, as well as such other
 487 personnel as the Association shall deem necessary or desirable for the proper operation of the
 488 Development, whether such personnel are furnished or employed directly by the Association or by any
 489 person or entity with who or with which it contracts. All costs and expenses incident to the employment of
 490 manager shall be a Common Expense. During the term of such management agreement, such manager may,
 491 if authorized by the Board of Directors, exercise all of those powers and shall be responsible for the
 492 performance of all of the duties of the Association, excepting any of those power or duties specifically and
 493 exclusively reserved to the directors and officers, or members of the Association by this Declaration or the
 494 By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board of Directors
 495 shall determine, and may be bonded in such a manner as the Board of Directors may require, with the cost
 496 of such bond to be a Common Expense. In addition, the Association may pay for, and the Board of
 497 directors may hire and contract for such legal, accounting, and other professional services as are necessary
 498 for desirable in connection with the operation of the Development or the enforcement of this Declaration,
 499 the By-Laws, or the Rules of the Association.

500 **VII.04 Personal Property and Real Property for Common Use**

501 The Association, through action of its Board of Directors, may acquire and hold tangible and intangible
 502 personal property and real property and may dispose of the same by sale or otherwise. All funds received
 503 and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom
 504 the costs incurred by the Association in acquiring or selling the same, shall be held by and for the benefit of
 505 the Association. The shares of the Owners in the funds and assets of the Association cannot be individually
 506 assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership
 507 of a Unit, also transfers the membership in the Association which is an appurtenance to such Unit.

508 **VII.05 Rules and Regulations**

509 As provided for in Article X hereof, the Association, through its Board of Directors, may make and enforce
 510 reasonable rules and regulations governing the use of the Units and the Common Areas, which rules and
 511 regulations shall be consistent with the rights and duties established by this Declaration.

512 **VIII Assessments**

513 **VIII.01 Purpose of Assessments**

514 The assessments for Common Expenses provided for herein shall be used for the general purposes of
 515 promoting the health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of the
 516 development, and maintaining the Development and improvements therein, all as may be more specifically
 517 authorized from time to time by the Board of Directors.

518 **VIII.02 Creation of Lien and Personal Obligation of Assessments**

519 Each Owner of a Unit, by acceptance of a deed or other conveyance thereof, whether or not it shall be so
 520 expressed in deed or conveyance, is deemed to covenant and agree to pay the Association:

- 521 (a) Annual Assessments to be established and collected as provided in Section VIII.03 hereof,
- 522 (b) Special Assessments to be established and collected as provided in Section VIII.04 hereof,
- 523 (c) Specific Assessments to be established and collected as provided in Section VIII.05 hereof,
- 524 (d) Community Enhancement Assessments to be established and collected as provided in Section
 525 VIII.03 hereof, and
- 526 (e) A Working Capital Fee to be established and collected as provided in Section VIII.06 hereof.

527 Any such assessments or fees, together with late charges, simple interest at the maximum rate allowable by
 528 law per annum, and court costs and attorneys' fees incurred to enforce such assessment, shall be an
 529 equitable charge and a continuing lien upon the Unit, the Owner of which is responsible for paying. Each
 530 Owner shall be personally liable for assessments and fees coming due while he is the Owner of the Unit,
 531 and his grantee shall take title to such Unit, subject to the equitable charge and continuing lien therefor, but
 532 without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such
 533 grantee therefor; provided, however, the lien for unpaid assessments and fees shall not apply to the holder
 534 of any first priority Mortgage and who takes title to a Unit, through foreclosure or through conveyance of a
 535 deed in lieu of foreclosure or to any purchaser of such Unit at such foreclosure sale. In the event of co-
 536 ownership of any Unit, all such co-Owners shall be jointly and severally liable for the entire amount of
 537 such assessments or fees.

538 **VIII.03 Computation of Annual Assessments**

- 539 (a) It shall be the duty of the Board at least thirty (30), days prior to the Association's annual meeting
 540 to prepare a budget covering the estimated Common Expenses during the coming year, such
 541 budget to include a capital contribution or reserve account if necessary for the capital needs of the
 542 Association. The Board shall cause a copy of the budget and the proposed total of the annual
 543 assessments to be levied against Units, for the following years to be delivered to each Owner at
 544 least fifteen (15) days prior to such meeting. The budget and the annual assessments shall become
 545 effective unless disapproved at the annual meeting by either: (i) a vote of a majority of the votes of
 546 the Owners who are voting in person or by proxy at such a meeting. Notwithstanding the
 547 foregoing, in the event the proposed budget is not approved or the Board fails for any reason to
 548 determine the budget for the succeeding year, then and until such time as a budget shall have been
 549 determined as provided herein, the budget and annual assessments in effect for then then current
 550 year shall be increased in proportion by the greater of either ten (10%) percent of the budget and
 551 assessments for the previous year or by the percentage increase, if any, over the previous year's

- 552 Consumer Price Index (all Urban Consumers, United States City Average, All Items 1967=100),
 553 or its successor index, and such increased budget shall be implemented for the succeeding year,
 554 until a new budget shall have been approved as provided above. If any budget at any time proves
 555 inadequate for any reason, then the Board may call a meeting of the Association for the approval
 556 of a special assessment as provided in Section VIII.04 hereof. The Common Expenses to be
 557 funded by the Annual Assessments may include, but shall not necessarily be limited to, the
 558 following:
- 559 (i.) Management fees and expenses of administration, including legal and accounting fees;
 - 560 (ii.) Utility changes for utilities serving the Common Areas and charges for other common
 561 services of the Development, including trash collection, security services, if such services or
 562 charges are provided or paid by the Association;
 - 563 (iii.) The cost of any policies of insurance purchased for the benefit of all the Owners and the
 564 Association as required or permitted by this Declaration, including fire, flood, and other
 565 hazard coverage, public liability coverage, and such other insurance as the Board of
 566 Directors determines to be in the interests of the Association and the Owners;
 - 567 (iv.) The expense of maintenance, operation, and repair of those portions of the Common Areas
 568 which are the responsibility of the Association under the provision of this Declaration;
 - 569 (v.) The expense of maintenance, operation, and repair of other amenities and facilities serving
 570 the Development, the maintenance, operation, and repair of which the Board from time to
 571 time determines to be in the best interest of the Association;
 - 572 (vi.) The expense of the Architectural Review Committee which are not defrayed by plan review
 573 charges;
 - 574 (vii.) Ad valorem real and personal property taxes assessed and levied against the Common Areas;
 - 575 (viii.) Such other expenses as may be determined from time to time by the Board of Directors of
 576 the Association to be Common Expenses, including, without limitation, taxes and
 577 governmental charges not separately assessed against Units;
 - 578 (ix.) The expenses of maintenance, operation, repair and reconstruction of any and all rights-or-
 579 way, Tide Control Systems and Equestrian Trails;
 - 580 (x.) The establishment and maintenance of a reasonable reserve fund or funds: (a) for
 581 maintenance, repair, and replacement of those portions of the Common Areas which are the
 582 responsibility of the Association and which must be maintained, repaired, or replaced on a
 583 periodic basis, (b) to cover emergencies and repairs required as a result of casualties which
 584 are not funded by insurance proceeds, and (c) arising from unpaid assessments or liens, as
 585 well as from emergency expenditures and other matters, as may be authorized from time to
 586 time by the Board of Directors.
- 587 (b) The total annual assessments shall be divided equally among the Units as hereinafter provided.

588 **VIII.04 Special Assessments**

589 In addition to the annual assessment authorized above, the Association, acting through its Board of
 590 Directors, may levy, in any assessment year, special assessments for Common Expenses, applicable to that
 591 year only, provided that any such assessment shall be approved by a majority of the votes of the Owners
 592 who are voting in person or by proxy at a meeting duly called for this purpose in accordance with Section
 593 VIII.05 hereof. The Board of Directors may make such special assessments payable in installments over a
 594 period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such
 595 special assessments are to be prorated among the Units, provided with respect to annual assessments.

596 **VIII.05 Specific Assessments**

597 The Association shall have the power to levy Specific Assessments against a particular Unit or Units as
 598 follows:

- 599 (a) To cover the costs, including overhead and administrative costs, of providing benefits, or services
 600 to the Unit(s) or Occupants thereof upon request of the Owner pursuant to a menu of optional
 601 services which the Association may offer. Specific Assessments may be levied in advance of the
 602 provision of service as a deposit against changes to be incurred by the Owner; and
- 603 (b) To recover costs incurred in bringing the Unit(s) into compliance with the terms of this
 604 Declaration, or costs incurred as a consequence of the conduct of the Owner or Occupant of the
 605 unit, their agents, contractors, employees, licensees, invitees, or guests; provided, however, the
 606 Board shall give the Unit Owner prior notice and an opportunity for a hearing, in accordance with
 607 the By-Laws, before levying and Specific Assessment under the subsection (b).

608

609 **VIII.06 Working Capital Fee and Building Capital Impact Fee**

- 610 (a) Upon acquisition of a record title to a Unit by the Owner a Working Capital Fee shall be made by
 611 or on behalf of the purchaser to the working capital of the Association in an amount equal to one-
 612 sixth (1/6) of the Annual Assessment per Unit for that year. This amount shall be in addition to,
 613 not in lieu of, the Annual Assessment and shall not be considered advance payments of such
 614 assessments. This amount shall be collected and disbursed to the Association at closing of the
 615 purchase and sale of the Unit for use in covering operating expenses and other expenses incurred
 616 by the Association.
- 617 (b) Building Capital Impact Fee. A Building Capital Impact Fee of \$2500.00 will be applied to each
 618 property owner in Telfair Plantation at the point of house construction. This fee of \$2500.00 will
 619 be payable to the Telfair Property Owners Association (POA) to contribute to a Road Maintenance
 620 Fund. This fee will be paid when the owner's Building Permit is approved and issued by Jasper
 621 County, South Carolina.
- 622 (c) Telfair Plantation Owners Property Association has approved an annual budget and dues per
 623 Owner that may change from time to time as approved by the Board. Note that \$200.00 of the
 624 annual per owner dues fee will go into a separate account named and allocated for the Road
 625 Maintenance Fund.
- 626 (d) Any Owner who owns more than one (1) Lot will be responsible for one (1) POA dues fee. If a
 627 multiple Lot Owner sells or deeds one of the Lots to another Ownership entity, then they are
 628 treated as separate Lots and each owner is responsible for the separate dues.
 629

630 **VIII.07 Notice of Meetings and Quorum**

631 Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose
 632 of taking any action authorized under Section VIII.03 or VIII.04 hereof, shall be sent to all Members not
 633 less than fifteen (15) days nor more than ninety (90) days in advance of such meetings.
 634

635 With respect to annual meetings, the presence of Members or proxies entitled to cast over one-third (1/3) of
 636 all the votes of the Association shall constitute a quorum.

637 **VIII.08 Liens**

638 All sums assessed against a Unit, pursuant to this Declaration, together with court costs, reasonable
 639 attorney's fees, late charges, and interest, shall be secured by an equitable charge and continuing lien on
 640 such Unit, in favor of the Association. Such liens shall be superior to all other liens and encumbrances on
 641 such Unit, except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first priority
 642 mortgage Notwithstanding the forgoing to the contrary, the subordination of assessments and charges to the
 643 lien of such mortgages shall only apply to such assessments and charges which have become due and
 644 payable prior to a foreclosure. All persons acquiring liens or encumbrances on any Unit, after this
 645 Declaration has been recorded, shall be deemed to consent that such liens or encumbrances shall be inferior
 646 to such future liens for assessments and charges as provided herein, whether or not such prior consent shall
 647 be specifically set forth in the instruments creating such liens or encumbrances.

648 **VIII.09 Effect of Nonpayment: Remedies of the Association.**

649 Any Assessments or charge of an Owner or any portions thereof which are not paid when due shall be
 650 delinquent. Any Assessment or charge delinquent for a period of more than ten (10) days after the date
 651 when due shall incur a late charge in an amount as may be determined by the Board from time to time and
 652 shall accrue simple interest at the rate of eighteen (18%) percent per annum or the maximum interest rate
 653 allowed by the laws of the State of South Carolina, whichever is lower. A lien and equitable charge as
 654 herein provided for each assessment or charge shall attach simultaneously as the same shall become due
 655 and payable, and if an assessment or charge has not been paid with thirty (30) days, the entire unpaid
 656 balance of the assessment or charge may be accelerated at the option of the Board and may be declared due
 657 and payable in full. The continuing lien and equitable charge of such assessment or charges shall include a
 658 late charge established by the Board of Directors and interest on the principal amount due at the rate of
 659 eighteen (18%) percent per annum or the maximum interest rate allowed by the laws of the State of South
 660 Carolina, whichever is lower. All costs of collection (including reasonable attorneys' fees and court costs),
 661 and any other amounts provided or permitted hereunder or by law. In the event the assessment of charge

662 remains unpaid after sixty (60) days from the original date due, the Association may, as the Board shall
 663 determine, institute suit to collect such amounts or to foreclose its lien, or both.
 664

665 The equitable charge or lien provided for in this Article shall be in favor of the Association, and each
 666 Owner, by acceptance of a deed or other conveyance to a Unit, vests in the Association and its agents the
 667 right and power to bring all actions against them personally for the collection of such assessments and
 668 charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the
 669 improvement of real property. The Association shall have the power to bid on the Unit, at any foreclosure
 670 sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape
 671 liability for the assessments and charges provided for herein, including by way of illustration but not
 672 limitation, non-use of the Common Areas or abandonment of his Unit, and an Owner shall remain
 673 personally liable for assessments, charges, interest, and late charges which accrue prior to a sale, transfer,
 674 or other conveyance of his Unit.

675 **VIII.10 Certificate**

676 The Treasurer, or any Assistant Treasurer, or the manager of the Association shall, within ten (10) days of a
 677 written request and upon payment of such fee as is from time to time determined by the Board of Directors,
 678 furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed
 679 by said Treasurer, any Assistant Treasurer, manager setting forth whether the assessments and charges for
 680 which such Owner is responsible have been paid, and if not paid, the outstanding amount due and owing,
 681 together with all fines, accrues interest, and other penalty charges. Such certificate shall be conclusive
 682 evidence against all but such Owner of payment of any assessments and charges stated therein to have been
 683 paid.

684 **VIII.11 Date of Commencement of Annual Assessments**

685 The Annual assessments provided for herein shall commence as to each Unit on the day on which each
 686 Unit is submitted to this Declaration and shall be due and payable in such manner and on such schedule as
 687 the board of Directors may provide. Annual assessments and any outstanding special assessments shall be
 688 adjusted for each Unit according to the number of months then remaining in the fiscal year for the
 689 Association and the number of days then remaining in the month in which such Unit is conveyed.

690 **IX Architectural Standards and Use Restrictions**

691 **IX.01 Purpose**

692 In order to preserve the natural setting and beauty of the Development, to establish and preserve a
 693 harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of
 694 the Development, the Units, and all improvements located therein or thereon shall be subject to the
 695 restrictions set forth in this Article IX. Every grantee of any interest in the Development, by acceptance of a
 696 deed or other conveyance of such interest, agrees to be bound by the provisions of this Article IX.

697 **IX.02 Residential Use**

698 All Units in Telfair Plantation shall be for residential and related purposes only. All business activity shall
 699 be considered "related" to a residential use and thus permitted under this section only if conducted by a
 700 person or persons residing in the Unit and only if the business activity: (i) is not apparent or detectable by
 701 sight, sound or smell from outside a permitted structure; (ii) complies with applicable zoning requirements;
 702 (iii) does not involve regular visitation of the Unit by employees who do not reside in the Unit, clients,
 703 customers, suppliers, or other business invitees, or door-to-door solicitation within the Property; and (iv) is
 704 consistent with the Property's character and is not Noxious or Offensive Activity, or threaten or endanger
 705 others as the Board determines in its sole discretion.
 706

707 The term "Business" shall have its ordinary, generally accepted meaning and shall include, without
 708 limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing
 709 goods or services to Persons other than family of the producer and for which the producer receives a fee,
 710 compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or
 711 part time; (ii) such activity is intended to or does generate a profit; (iii) a license is required.
 712

713 No Units may be sold under or utilized for or pursuant to any time-sharing, time interval, or similar right-
 714 to-use, lease, or license programs as those terms are currently generally utilized in the real estate industry or
 715 as those or similar terms are expressed, used or defined in the Vacation Time Share Plan Act, Section 27-
 716 32-10 et seq., of the South Carolina Code of Laws, 1976, as amended, or any similar successor or
 717 supplementary laws or regulations.
 718

719 **IX.03 Square Footage**

720 Main Residences. No plans will be approved unless the proposed Dwelling main residence reflects a
 721 minimum of 2000 square feet of elevated heated cooled space.
 722

723 Guest Houses. A proposed Dwelling guest house, if any, such plans must reflect a minimum of 1000 square
 724 feet of elevated heated cooled space. The Guest House will not be completed and occupied before the main
 725 residence building is completed and occupied.
 726

727 A Jasper County-issued certificate of occupancy will be used to determine the completion and occupancy
 728 standards.
 729

730 **IX.04 Architectural Review Committee (ARC)**

731 The Architectural Review Committee shall consist of not less than three members. The Board of Directors
 732 shall appoint members to the Architectural Review Committee. Any member appointed by the Board may
 733 be removed with or without cause by the Board at any time by written notice to such appointee, and a
 734 successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former
 735 member. The Architectural Review Committee shall elect a chairman and he, or in his absence, the vice
 736 chairman shall be the presiding officer at its meetings. The Architectural Review Committee will meet at
 737 least once a month should there be a need for such meetings. A majority of the members will constitute a
 738 quorum for the transaction of business, and a majority vote of those present shall constitute the action of the
 739 Architectural Review Committee on any matter before it. The Architectural Review Committee is
 740 authorized to retain the services of consulting architects, landscape architects, urban designers, engineers,
 741 inspectors, attorneys, and or other professionals in order to advise and assist the Architectural Review
 742 Committee in its functions set forth herein. The Architectural Review Committee may be paid a stipend or
 743 honorarium as from time to time determined by the Board. The Architectural Review Committee is
 744 empowered to establish and promulgate architectural and landscaping policies and procedures which must
 745 be adhered to by all Owners in undertaking any improvements within any Unit.

746 **IX.05 Permitted Improvements, Construction and Occupancy**

747 No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any
 748 part of the Development, with the exception of such improvements as are approved by the Architectural
 749 Review Committee in accordance with this Article IX.
 750

- 751 (a) All Dwellings constructed on any portion of the Property shall be designed by and built, in
 752 accordance with the plans and specifications of a licensed architect or other qualified building
 753 designer, unless the Board or its designee, in its sole discretion, otherwise approve.
 754 (b) Dwellings may not be temporarily or permanently occupied until a Certificate of Occupancy has
 755 been issued by the Building Inspector or similar official for Jasper County, South Carolina. No
 756 temporary house, shack, tent, barn, or other outbuilding shall be permitted on any Unit at any time.
 757 (c) During the continuance of construction by an Owner, such Owner shall require its contractors to
 758 maintain the Unit in a reasonably clean and uncluttered condition and, to the extent possible, all
 759 construction trash and debris shall be kept within refuse containers. Upon completion of
 760 construction, such Owner shall cause its contractors to immediately remove all equipment, tools,
 761 and construction material and debris from the Unit, on which such construction has been
 762 completed.
 763 (d) The exterior of all Dwellings and other new structures must be completed within twelve (12)
 764 months after the initial construction permit has been issued by Jasper County, except where such
 765 completion is impossible or would result in great hardship to the Owner due to strikes, fires,
 766 national emergency, or natural calamities. In the event that completion is not expected/cannot
 767 occur within the twelve (12) months, the Owner shall petition the ARC for an extension at least one

768 (1) month prior and propose a new expected construction completion date for approval. Extensions
 769 for plantings due to seasonal weather concerns will be considered by the Board, if requested. For
 770 construction additions/modification to the exterior of an existing structure, this construction must
 771 be completed within six (6) months after the additional construction permit has been issued by
 772 Jasper County.
 773

- 774 (e) All buildings, structures, or other improvements on or with respect to any Unit, shall be located
 775 only within the set-back lines specified on the plats thereof recorded at the time of submission of
 776 said Units to this Declaration, provided that the Architectural Review Committee shall be
 777 empowered to grant variances with respect to such set-back lines. Should any variance be granted
 778 by the Architectural Standards Committee which reduces the Lot Conservation Area, additional
 779 area within the Lot shall be set aside as Lot Conservation Area in order that there is no net loss. To
 780 assure that Dwellings and other structures will be located so that the maximum view and privacy
 781 will be available to each Dwelling or structure, Dwellings and structures will be located with
 782 regard to the topography of each Lot and Dwelling, taking into consideration the location of trees
 783 and vegetation and other aesthetic and environmental considerations, as well as the precise site
 784 and location of any other Dwellings or structures within the Development.
 785
- 786 (f) All construction shall be of similar quality and workmanship and material when compared to
 787 existing construction quality of The Telfair Plantation.
 788

789 IX.06 Improvement Requirements and Restrictions

- 790
- 791 (a) Single Family Residences. None of the Lots in the Telfair Plantation may be improved, used or
 792 occupied for other than private residential purposes, and no flat, duplex or apartment house, even
 793 though intended for residential purposes, may be erected thereon. Short term rentals will be
 794 allowed for Property Owners in Telfair Plantation. Short term rentals will have a minimum
 795 duration four (4) nights at property owner's household and require a \$100 per rental permit to be
 796 acquired, and paid for in advance, to the Telfair Property Owner's Association. The cost and
 797 structure of the rental permit may be modified from time to time by the POA Board of Directors at
 798 its sole discretion.
- 799 (b) Guest Houses. Any Property Owner may construct a guest house concurrent with, or subsequent
 800 to, the construction of the single-family residence building.
- 801 (c) Garages. No Building shall be erected without providing an enclosed parking space consisting of
 802 durable surfaced area and space to park two standard automobiles. Such garages may be attached
 803 to a Building or may be detached structures, provided that: All detached garages shall be
 804 consistent with the architectural style and design of the principal Building and shall be constructed
 805 of materials similar to those materials used in the construction of the principal Building. Said
 806 garages shall be connected to the street by a driveway.
- 807 (d) Greenhouses. Any Property Owner may construct a greenhouse concurrent with, or subsequent to,
 808 construction of the single-family residence building. Plantings may be required by the
 809 Architectural Review Committee in its sole discretion to obscure a greenhouse from public access
 810 ways or adjacent residences.
- 811 (e) Pool Enclosures. Metal framed pool enclosures that employ high quality screen and/or glass
 812 panels will be permitted upon the premises of a Lot with the written consent of the Architectural
 813 Review Committee. Plantings may be required by the Architectural Review Committee in its sole
 814 discretion to obscure a pool enclosure from public access ways or adjacent residences.
- 815 (f) Other Outbuildings. It is declared to be desirable that outbuildings or attached storage sheds be
 816 kept to a minimum and that Property Owners plan to include adequate storage facilities which are
 817 an integral part of the principal dwelling building or garage building, so as to eliminate the need
 818 for outbuildings or attached storage sheds. In any event, no outbuilding or storage facility,
 819 doghouse or similar structure shall be constructed on any Lot within the Telfair Plantation, unless
 820 it has exterior covering the same or substantially the same as the exterior covering of the principal

- 821 dwelling and is screened from any street, unless otherwise approved by the Architectural Review
822 Committee.
- 823 (g) Service Yards: Each Owner shall provide a fenced area not generally visible for the road to serve
824 as a service yard and storage area, the design of which must be approved by the Architectural
825 Standards Committee.
- 826 (h) Temporary Buildings: No temporary building or other improvement or other improvements of a
827 temporary nature including trailers, tents, or portable building shall be permitted on the property
828 of The Telfair Plantation.
- 829 (i) Color palette: Each Owner shall select an exterior color for the Dwelling and other structures
830 from color in the earth/tree and white/ivory/sand palettes. Colors from high visibility palettes such
831 as but not limited to very bright or brilliant colors in blue, orange, yellow, purple, red, or green
832 palettes, and similar attention getting colors are not allowed.
- 833 (j) Exterior textures and finishes: Each Owner shall select exterior finishes similar to brick, stucco, or
834 hardi-plank or wood clapboard. All exteriors of buildings must be painted or stained and finished,
835 this includes all wood or Masonry Material walls. Any metal siding (painted or unpainted) on
836 buildings of any type is not allowed. Any attention getting painting such as stripes or geometrical
837 shapes on buildings is not allowed.
- 838 (k) Roofing: Roofing styles and materials such as composite shingles, ceramic tiles, or color finished
839 metal roofing using the above exterior palettes are allowed.
- 840 (l) Tree Removal: Selective removal of trees with Adequate Cause is allowed, however clear cutting
841 or substantially removing more than 25% of the trees on a treed lot is not allowed. Should an
842 Owner substantially remove trees without approval, the Owner may be fined and required to
843 replant sufficiently large trees and quantity of trees to allow for reasonable, in the sole discretion
844 of the Board of Directors, abatement of the negative effects of such violation within five (5) years.
- 845 (m) Driveways: All driveways shall be a minimum of ten (10) feet in width and have a surface
846 treatment of concrete or other material authorized by the Architectural Review Committee.
- 847 (n) Parking: Each Owner subject to these Covenants shall provide space for the parking of
848 automobiles off of community streets and roads prior to the occupancy of any building or structure
849 in accordance with reasonable standards established by the Board or the Architectural Standards
850 Committee.
- 851 (o) Recreational Vehicles: Recreation Vehicles, to include campers, boats, trailers, all-terrain vehicles,
852 and similar property, may be Permanently Parked on Lots such that these items are not visible
853 from the common paved road. Guest Recreation Vehicle parking is allowed subject to the
854 following restriction: if greater than 2 weeks per calendar year the owner must obtain in advance a
855 permit from the Property Owner's Board. Such permit may define additional restrictions. No
856 recreational vehicle will be used for long-term living accommodations.
- 857 (p) Miscellaneous Items:
- 858 (i.) Docks/Boathouses: Docks and/or boathouses are permitted so long as they meet Jasper
859 County and Corps of Engineers permitting requirements. A dock structure can intrude no
860 more than 30 feet into the common area wetlands and must be well maintained. The dock
861 structure must not hinder a neighboring lot's view or hinder common area wet land use by
862 other owners.
- 863 (ii.) Fencing: Owners shall use exterior fencing, if any, from materials such as wooden split rail,
864 wooden picket, or brick or other high quality building products as it may from time to time
865 determine and add to the ARC rules and regulations, however exterior fencing using wire
866 mesh or chain link is not allowed. Horse paddock fencing, if any, will conform to typical 3 or
867 4 board style and match the look of the SCAD paddock fencing.
- 868 (iii.) Fishing: Fishing, shrimping, and crabbing privileges in the bodies of water of Telfair
869 Plantation are restricted to Owners and families, tenants, and guests. South Carolina laws and

- 870 regulations of the South Carolina Game and Fishing Commission shall be observed while
871 fishing, shrimping, or crabbing.
- 872 (iv.) Landscaping: Each Owner shall submit a complete landscaping plan for ARC as part of the
873 initial construction on a Lot. Subsequent changes to the landscaping do not require approval
874 unless the change affects more than 25% of the property's landscaping or involves extensive
875 regrading of the Lot. Such regrading of a Lot will not divert significant drainage onto adjacent
876 Lots.
- 877 (v.) Lighting: Exterior landscape lighting, spot lighting, flood lights are approved for use subject
878 to the condition that such lights do not so brightly illuminate an Owner's property that too
879 brightly illuminates an adjacent property and such adjacent property Owner files a complaint
880 with the ARC.
- 881 (vi.) Mailboxes. May be mounted on a 2-inch to 4-inch diameter metal black post or on a brick or
882 stucco post which matches the house exterior.
- 883
- 884 (q) The following Restrictions on Use also apply to Owners and Lots of Telfair Plantation:
- 885 (i.) Animals. Horses may be kept on a Unit subject to proper facilities/paddocks and acreage
886 availability. Minimum Unit acreage for horses is 2.5 acres, with 1 acre per horse. Dogs, cats,
887 or other usual and common household pets may be permitted in at Unit. Other pets may be
888 approved as an exception by application to the Board of Directors. However, any pets which
889 are permitted to roam free, or, in the Boards discretion, make objectionable noise, endanger
890 the health or safety of, or constitute a nuisance or inconvenience to the Occupants of other
891 Units shall be removed upon the Board's request. If the owner fails to honor such request, the
892 Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner
893 acceptable to the Board whenever outside a Dwelling. Pets shall be registered, licensed, and
894 inoculated as required by law.
- 895 (ii.) ATV/Motor Vehicles/Motorbikes/Carts. Operation of motorized vehicles on pathways and
896 trails maintained by the Association, and within the Development are allowed subject to the
897 following conditions: Only bicycles and electric golf carts with 'turf' tires are allowed on
898 equestrian trails, all other vehicles, such as but not explicitly limited to, dirt bikes, ATVs, gas-
899 engine mopeds, gas-engine golf carts, other recreational vehicles, or "street-legal" cars, trucks
900 and motorcycles, are not allowed to be used off of paved streets. Should the Board of
901 Directors determine that the above access to equestrian trails, dikes and other unpaved areas is
902 resulting in increased maintenance costs, the Board in its sole discretion may direct further
903 restriction of access by vehicles.
- 904 (iii.) Commercial Vehicles. Commercial vans, commercial vehicles, and commercial panel trucks
905 shall not remain overnight on a Lot or shall not remain overnight in any area within the
906 Common Areas. The term "commercial" shall mean vehicles intended for work-use and
907 which contain exterior signage indicating a company and/or company contact information.
- 908 (iv.) Clothes Lines. No exterior clothes lines shall be permitted or hanging of laundry within or
909 outside a Dwelling if such laundry is within the public view.
- 910 (v.) Disturbances to Lot Vegetation, Wildlife, Wetlands, and Bodies of Water: No activities which
911 materially disturb or destroy the vegetation, wildlife, wetlands, water, on a Lot or in a
912 Common Area are permitted. No activities which materially impact the air quality in the
913 Development are permitted. Cutting or harvesting timber other than for construction purposes
914 as approved by the Architectural Standards Committee, except by the Association, its
915 designees and assigns, or upon the Associations express written or authenticated electronic
916 permission is not permitted. No petroleum drilling or refining operations, mining or quarrying
917 operations, sand and gravel pit operations, soil removal or topsoil stripping operations, of any
918 kind shall not be permitted upon or in any of the Lots covered by this document. Dumping of
919 grass clippings or other debris, petroleum products, fertilizers, or other potentially hazardous
920 or toxic substances in any ditch, stream pond, or lake, or elsewhere within the Development is
921 forbidden, except that fertilizers may be applied to landscaping provided that care is taken to
922 minimize runoff.

- 923 (vi.) Hunting/Trapping. Capturing, trapping or killing of wildlife within the Development except in
 924 circumstances posing an imminent threat to safety of persons within the Development is
 925 prohibited. Hunting is prohibited, except as expressly authorized by the Association.
- 926 (vii.) Mobile homes: Mobile homes or mobile offices are not permitted on a Lot in any capacity –
 927 as a primary residence, outbuilding, construction office, or for storage in a service yard. The
 928 term “Mobile home” shall mean mobile buildings that are towed to a location on wheels, such
 929 as but not limited to “single-wides” or similar, or temporary complete office structures that
 930 are delivered via a truck and placed in a location.
- 931 (viii.) Offices, Business and Commercial Activities. No professional office, business, trade or
 932 commercial activity of any kind, that causes other than normal levels of residential vehicle
 933 traffic shall be conducted in any building or on any portion of any Lot, block or building site
 934 in the Telfair Plantation. Infrequent activities, generally not more than quarterly, to promote
 935 products, services or other items traditionally marketed in a residential home, may occur
 936 within a Telfair Plantation residence. Signage to promote these activities is not permitted.
 937 Parking of vehicles for guests or residents attending such an event should be reasonable and
 938 not present a safety or hazard issue to other residents or guests using the public rights of way.
- 939 (ix.) Playground Equipment. All playground equipment (except basketball goals, which can be
 940 located in the side yard behind the front building set back line), including gym sets, and toys
 941 shall be placed on the rear of the Lot and not to be located within the Set Back Lines.
- 942 (x.) Radio and Television Antennas/Dishes. All outside radio and television antennas and satellite
 943 dishes shall be installed on the rear side of a Building’s roof or, in the event reception is
 944 obstructed in such location, in such other location in the rear yard of a Lot screened from
 945 public view and which is approved in writing by the Architectural Review Committee prior to
 946 installation. Satellite dishes that are greater than 18 inches in diameter are prohibited.
- 947 (xi.) Septic Tanks: No septic tanks are allowed on the property. Prior to occupancy of a Unit,
 948 proper and suitable provisions shall be made for the disposal of sewage by connection with
 949 the sewer mains of Beaufort/Jasper Water and Sewer Authority.
- 950 (xii.) Signs. No signs, advertisements, billboards or advertising structures of any kind may be
 951 erected or maintained on any of the Lots or Common Areas hereby restricted, without the
 952 prior consent in writing of the ARC; provided, however, that permission is hereby granted for
 953 the erection and maintenance of not more than one advertising board on each Lot, or tract as
 954 sold and conveyed, which advertising board shall not be more than five (5) square feet in size
 955 which may be used for the sole and exclusive purpose of advertising for sale or lease, the Lot
 956 or tract upon which it is erected. In addition, one construction board which displays building
 957 permits, contractor contact information, and similar construction related material can be
 958 displayed on a Lot during periods of construction. This sign shall not be more than two (2)
 959 feet wide and four (4) feet high. Signs on any vehicles (with the exception of bumper or
 960 window stickers) on any Lot in Telfair Plantation shall not be visible from any street within
 961 Telfair Plantation.
- 962 (xiii.) Water Wells: Private water wells are allowed on the Unit subject to siting and screening
 963 approval by the Architectural Review Committee.
- 964 (xiv.) Window Air Conditioners. No window air conditioning units may face any access way
 965 without the prior written approval of the Architectural Review Committee.
- 966 (xv.) Petroleum Storage. Onsite storage of gasoline, propane, or other fuels is not allowed,
 967 except that a reasonable amount of fuel mat a Unit for reasonable, day-to-day usage and
 968 emergency purposes. The storage of propane shall only be in underground storage facilities.
 969

970 **IX.07 Architectural Approval**

971 To preserve the architectural and aesthetic appearance of the Development, no construction of
 972 improvements of any nature whatsoever shall be commenced or maintained by any Owner with respect to
 973 the construction of any building or modification to the exterior of any Dwelling or with respect to any other
 974 portion of the Development, including, without limitation, the construction or installation of sidewalks,
 975 driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses,
 976 playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other
 977 outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without
 978 limitation, painting or staining of any exterior surface), unless and until three (3) copies of the plans and
 979 specifications and related data (including, if required by the Architectural Review Committee, a survey
 980 showing the significant vegetation on such Unit) showing the nature, color, type, shape, height, materials,
 981 and location of the same shall have been submitted to and approved in writing by the Architectural Review
 982 Committee. At least one copy of such plans, specifications, and related data so submitted shall be retained
 983 in the records of the Architectural Review Committee, and one copy shall be returned to the Owner marked
 984 "approved" or "disapproved". The Architectural Review Committee shall establish a fee sufficient to cover
 985 the expense of reviewing plans and related data and to compensate any consulting architects, landscape
 986 architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof.
 987 Notwithstanding the forgoing, an Owner may make interior improvements and alterations within his
 988 Dwelling without necessity of approval or review by the Architectural Review Committee. The
 989 Architectural Review Committee shall have sole discretion to determine whether plans and specifications
 990 so submitted for approval are acceptable to the Association. Following approval of any plans and
 991 specifications by the Architectural Review Committee, representative of the Architectural Review
 992 Committee shall have the right during reasonable hours to enter upon and inspect any Unit, with respect to
 993 which construction is underway to determine whether or not the plans and specifications are being
 994 complied with. In the event the Architectural Review Committee shall determine that such plan and
 995 specifications have not been approved or are not being complied with, the Architectural Review Committee
 996 shall be entitled to enjoin further construction and to require the removal or correction of any work in place
 997 which does not comply with approved plans and specifications. In the event the Architectural Review
 998 Committee fails to approve or disapprove in writing any proposed plans and specifications within sixty (60)
 999 days after such plans and specifications have been submitted, any such plans and specifications shall be
 1000 deemed to have been expressly approved. Upon approval of plans and specifications, no further approval
 1001 under this Article IX shall be required with respect thereto, unless such construction has not substantially
 1002 commenced within sixty (60) days of the approval of such plans and specifications (e.g. clearing and
 1003 grading, pouring of footings, etc) or unless such plans and specifications are materially altered or changed.
 1004 Refusal of approval of plans and specifications may be based by the Architectural Review Committee upon
 1005 any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic
 1006 considerations, so long as grounds are not arbitrary and capricious.

1007 **IX.08 Approval Not a Guarantee**

1008 No approval of plans and specifications and no publication of architectural standards shall be construed as
 1009 representing or implying that such plans, specifications, or standard will, if followed, result in properly
 1010 designed improvements. Such approvals and standards shall in no event be construed as representing or
 1011 guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good
 1012 and workmanlike manner. Neither Declarant, the Association, nor the Architectural Review Committee
 1013 shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved
 1014 pursuant to the terms of this Article IX, nor any defects in construction undertaken pursuant to such plans
 1015 and specifications.

1016 **X Rule Making**

1017 **X.01 Rules and Regulations**

1018 Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations
 1019 concerning the use of Units and the Common Areas and the facilities located thereon. Copies of the rules
 1020 and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the
 1021 effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be
 1022 binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any
 1023 such rule or regulation be specifically overruled, canceled, or modified by the Board of Directors or in a

1024 regular special meeting of the Association by the vote of the Owners, in person or by proxy, holding the
1025 majority of the total votes of the Association.

1026 **X.02 Authority and Enforcement**

1027 Subject to the provisions of Section X.03 hereof, upon the violation of this Declaration, the By-Laws, or
1028 any rules and regulations duly adopted hereunder, including without limitation, the failure to timely pay
1029 any assessments or charges, the Board shall have the power:

- 1030 (i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing
1031 lien upon the Unit, the Owners, Occupants, or guests of which are guilty of such violation,
- 1032 (ii) to suspend an Owner's right to vote in the Association, and/or
- 1033 (iii) to suspend an Owners right and the right of such Owner's family, guests, and tenants and of the
1034 co-Owners of such Owner and their respective families, guests, and tenants to use any of the
1035 Common Areas. The Board shall have the power to impose all or any combination of these
1036 sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by
1037 such owner, his family, guests, or tenants or by his co-Owners or the family, guests, or tenants of
1038 his co-Owners.

1039 Any such suspension of rights may be for the duration of the infraction, or for any additional period
1040 thereafter, not to exceed thirty (30) days. The fines levied and assessed as provided in this Section X.02
1041 herein shall be a lien upon the applicable Unit in the same manner as that provided in Section VIII.08
1042 herein. The effect of the non-payment of such fines and the remedies of the Association to enforce
1043 collection thereof shall be the same as those provisions provided for in Section VIII.09 herein.

1044 **X.03 Procedure**

1045 Except with respect to the failure to pay assessments and charges, the Board shall not impose a fine,
1046 suspend voting rights, or infringe upon or suspend rights of an Owner or Occupant of the Development for
1047 violations of the Declaration, the By-Laws, or any rules and regulations of the Association, unless and until
1048 the following procedure is followed:

- 1049 (a) Written demand to cease and desist from an alleged violation shall be served upon the Owner
1050 responsible for such violation specifying:
 - 1051 (i) The alleged violation;
 - 1052 (ii) The action required to abate the violation; and
 - 1053 (iii) A time period of not less than ten (10) days during which the violation may be abated without
1054 further sanction, if such violation is a continuing one, or if the violation is not a continuing
1055 one, a statement that any further violation of the same provision of this Declaration, the By-
1056 Laws, or the rules and regulations of the Association may result in the imposition of sanctions
1057 after notice and hearing.
- 1058 (b) Within twelve (12) months of such demand, if the violation continues past the period allowed in
1059 the demand for abatement without penalty, or if same violation subsequently occurs, the Board
1060 may serve such Owner with written notice of a hearing to be held by the Board in executive
1061 session. The notice shall contain:
 - 1062 (i) The nature of the alleged violation;
 - 1063 (ii) The time and place of the hearing, which time shall not be less than ten (10) days from the
1064 giving of the notice;
 - 1065 (iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his
1066 behalf; and
 - 1067 (iv) The proposed sanction to be imposed.
- 1068 (c) The hearing shall be held in executive session of the Board of Directors pursuant to the notice and
1069 shall afford the alleged violator a reasonable opportunity to be heard. Any sanctions and fines
1070 levied by the Board of Directors according to the terms and provisions of this Article X shall be
1071 established by a majority vote of the Directors present at the above-referenced hearing. No such
1072 hearing shall be undertaken with less than a duly constituted quorum of the Board of Directors.
1073 Prior to the effectiveness of any such sanction hereunder, proof of notice and the invitation to be
1074 heard shall be placed in the minutes of the meeting. Such proof shall be deemed to be adequate if a
1075 copy of the notice together with a statement of the date and manner of delivery is entered by the
1076 office, director, or other individual who delivered such notice. The notice requirement shall be
1077 deemed satisfied is an alleged violator appears at the meeting. The minutes of the meeting shall
1078 contain a written statement of the results of the hearing and the sanction imposed, if any.
1079

1080 **XI Equestrian Facilities and Trails**

1081 **XI.01 Facilities**

1082 The Declarant has conveyed a tract of land adjacent to the Property to SCAD for the development,
1083 construction, and operation of certain equestrian and recreational facilities described in the Use Agreement.
1084 All Owners' use of such facilities is governed by the applicable provisions set forth in these Covenants and
1085 the Use Agreement.

1086 **XI.02 Owners' Boarding Rights**

1087 The Use Agreement contains certain rights of Owners to board horses within the barn and stable facilities
1088 constructed within the Equestrian Property.

1089 **XI.03 Restriction on Use of Equestrian Trails**

1090 The Equestrian Trails may not be fenced or obstructed, and must remain open for the intended use under
1091 Section III.03; furthermore, the Equestrian Trails may not be used for any purpose other than pedestrian,
1092 non-motorized bicycle or equine Access by Owners. The use of motorized bicycles, dirt bike, all-terrain
1093 vehicles, mopeds, golf carts, and any other vehicles, including but not limited to cars, trucks, and
1094 motorcycles is strictly prohibited on the Equestrian Trails.

1095 **XI.04 Access Road**

1096 An access road shall be constructed across a portion of the Equestrian Property, SCAD has granted the
1097 Roadway Easement to the Declarant, the Owners, and the Association, and any successors, successors-in-
1098 title, and assigns. The Roadway Easement provides for non-exclusive easement for pedestrian and
1099 vehicular access over and across the property encumbered by the Roadway Easement. All costs and
1100 expenses associated with the construction, maintenance, and repair of the paved wearing surface within the
1101 Roadway Easement shall be paid for by the Association.

1102 **XI.05 Maintenance**

1103 The cost of maintaining the Equestrian Trails shall be borne by the Association, however, SCAD shall be
1104 responsible for the clearing of manure from the Equestrian Trails on a twice-a-month basis and shall bear
1105 the cost for such clearing. SCAD shall control for insects, including but limited to mosquitoes, deer flies,
1106 and horse flies, on the Equestrian Property and the Association shall do so within the Development. The
1107 term "control" as used in this section shall include, but not be limited to:

- 1108 (a) acts of spraying insecticide, provided all chemicals and insecticides used are approved by the
1109 Federal Government and/or the State of South Carolina for use in residential developments and are
1110 not harmful to humans or horses; and
1111 (b) providing adequate drainage to low lying areas or areas of standing water, provided such drainage
1112 activities do not require the issuance of a permit or permits from the United States Army Corps of
1113 Engineers or South Carolina Department of Health and Environmental Control.

1114 **XII General Provisions**

1115 **XII.02 Amendments by Association**

1116 Amendments to this Declaration, shall be proposed and adopted in the following manner:

- 1117 (a) Notice of the subject matter of the proposed amendment shall be included in the notice of the
1118 Association at which such proposed amendment is to be considered and shall be delivered to each
1119 member of the Association.
1120 (b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the
1121 Board of Directors or by members of the Association. Such amendment must be approved by
1122 Owners holding at least one-half (1/2) of the Owners; provided, however, that any amendment
1123 which adversely affects the security title and interest of any Mortgagee must be approved by such
1124 Mortgagee.

1125 **XII.03 Enforcement**

1126 Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the
1127 Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time

1128 to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed or
 1129 other instrument of conveyance to his Unit, if any. Failure to comply with any of the same shall be grounds
 1130 for imposing fines, for suspending voting rights or rights of use in and to the Common Areas, or for
 1131 instituting an action to recover sums due, for damages, and/or for injunctive relief, such actions to be
 1132 maintainable, the Board of Directors on behalf of the Association, or in a proper case, by an aggrieved
 1133 Owner. Should Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs
 1134 incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the
 1135 violating Owner. Inasmuch as the rules and regulations of the Association are essential for the effectuation
 1136 of the general plan of development contemplated hereby and for the protection of present and future
 1137 Owners, it is hereby declared that any breach thereof may not be adequately compensated by recovery of
 1138 damages, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall
 1139 be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation
 1140 or breach. No delay, failure, or omission on the part of the Association, or any aggrieved Owner in
 1141 exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or
 1142 shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same
 1143 violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or
 1144 affect its enforcement. No right of action shall accrue, nor shall any action be brought or maintained by
 1145 anyone whatsoever against the Association for or on account of any failure to bring any action on account
 1146 of any violation or breach, or threatened violation or breach, by any person for the provisions of this
 1147 Declaration, the By-Laws, or any rules and regulation of the Association, however long continued.

1148 **XII.04 Duration**

1149 The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and
 1150 insure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal
 1151 representatives, successors, and assigns, and shall be and remain in effect for a period of thirty (30) years
 1152 from and after the date of the recording of the Declaration, provided that the rights and easements which
 1153 are stated herein to have a longer duration shall have such longer duration. Upon expiration of said thirty
 1154 (30) year period, this Declaration shall be automatically renewed for successive ten (10) year periods. The
 1155 number of ten (10) year renewal periods shall be unlimited, with this Declaration being automatically
 1156 renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10)
 1157 year period; provided, however, that there shall be no automatic renewal or extension of this Declaration,
 1158 if, during the last year of any initial thirty (30) year period or in the last year of any ten (10) year renewal
 1159 period, seventy-five (75%) percent of the total votes of the Association are cast in favor or terminating this
 1160 Declaration at the end of the then current term. In the event that the Association votes to terminate this
 1161 Declaration, and instrument evidencing such termination shall be filed of record in the Office of the
 1162 Register of Deeds for Jasper County, South Carolina, such instrument to contain a certificate wherein the
 1163 President of the Association swears that such termination was duly adopted by the requisite number of
 1164 votes. Every purchaser or grantee of any interest in any property, by acceptance of a deed or other
 1165 conveyance thereof, thereby agrees that the provisions of this Declaration shall run with and bind title to
 1166 the property as provided hereby.

1167 **XII.05 Perpetuities**

1168 If any of the covenants, conditions restrictions, or other provisions of this Declaration shall be deemed
 1169 unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue
 1170 only until twenty-one (21) years after the death of the last survivor of the now living descendants of Robert
 1171 Lee McCorkle, III.

1172 **XII.06 Interpretation**

1173 In all cases, the provisions set forth or provided for in this Declaration shall be construed together and
 1174 given that interpretation or construction which, in the opinion the Board of Directors will best effect the
 1175 intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if
 1176 necessary, they shall be so extended or enlarged by implication as the make them fully effective. The
 1177 provisions of this Declaration shall be given full force and effect notwithstanding the existence of any
 1178 zoning ordinance or building codes which are less restrictive. The effective dates of the Declaration shall be
 1179 the date of its filing for record in the office of the Register of Deeds for Jasper County, South Carolina. The
 1180 captions of each Article and Section hereof as to the contents of each article and Section are inserted only
 1181 for convenience and are in no way construed as defining, limiting, extending, or otherwise modifying or

1182 adding to the particular Article or Section to which they refer. This Declaration shall be construed under
1183 and in accordance with the laws of the State of South Carolina.

1184 **XII.07 Gender and Grammar**

1185 The singular whenever used herein shall be construed to mean the plural when applicable, and the
1186 necessary grammatical changes required to make the provisions hereof apply either to corporations or other
1187 entities or to individuals, men or women, shall in all cases be assumed as though in each case fully
1188 expressed.

1189 **XII.08 Severability**

1190 Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective
1191 and valid, but if the application of any provision of this Declaration to any person or to any property shall
1192 be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or
1193 application, and to this end the provisions of this Declaration are declared to be severable.

1194 **XII.09 Rights of Third Parties**

1195 This Declaration shall be recorded for the benefit of Declarant, the Owners, and their Mortgagees as herein
1196 provided, and by such recording, no adjoining property owner or third party shall have any right, title, or
1197 interest whatsoever in the Development. Except as provided herein, or in the operation and continuation
1198 thereof or the enforcement of any of the provisions hereof, and, subject to the rights of Mortgagees as
1199 herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the
1200 provisions of this Declaration without the consent, permission, or approval of any adjoining owner or third
1201 party.

1202 **XII.10 Notice of Sale, Lease, or Mortgage**

1203 In the event an Owner sells, leases, mortgages, or otherwise disposes of any Unit, the Owner must promptly
1204 furnish to the Association in writing the name and address of each purchaser, lessee, mortgagee, or
1205 transferee.

1206 **XII.11 No Trespass**

1207 Whenever the Association, the Architectural Review Committee, and their respective successors, assigns,
1208 agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain,
1209 preserve, or do any other action within any portion of the Development, the entering thereon and the taking
1210 of such action shall not be deemed to be trespass.

1211 **XII.12 Notices**

1212 Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail,
1213 postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated,
1214 at the addresses of such Owner's respective Units. All notices to the Association shall be delivered or sent
1215 to such address as the Association may from time to time notify the Owners. Notices to Mortgagees shall
1216 be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

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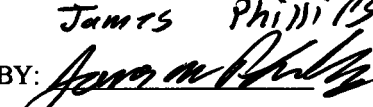
1219 IN WITNESS WHEREOF, a duly authorized officers of The Telfair Plantation Property Owners
1220 Association have executed this Declaration and By-Laws under seal this 4th day of March 2024.

1221
1222

1223 SIGNED, SEALED AND DELIVERED
1224 IN THE PRESENCE OF:

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THE TELFAIR PLANTATION
PROPERTY OWNERS ASSOCIATION

James Phillips
BY: 
TITLE: President Telfair POA

Sneila D. Ferguson

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BY: [Signature]

TITLE: Secretary

STATE OF South Carolina)
COUNTY OF Beaufort)

ACKNOWLEDGEMENT

I, the undersigned Notary Public for South Carolina do hereby certify that the above personally appeared before me this day and, in the presence of the witness above named, acknowledged the due execution of the forgoing instrument.

Witness my hand and seal this 4 day of March, 2024.

Glenn Alan McCormick
South Carolina Notary Public
Commission Expires: July 11, 2032

[Signature]
Notary Public: Glenn Alan McCormick
My Commission Expires: July 11, 2032

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1263 **Exhibit A – Real Property Subject to This Declaration**

1264 As described in in the original Covenants and Restrictions as Exhibit “A” and recounted here for clarity.
1265

1266 Being all those certain pieces, parcels, or tracts of land located in Jasper County, South Carolina,
1267 containing approximately 562.84 acres, more or less, designated as Lot “D” and being more particularly
1268 shown and described on that certain “Subdivision of 1609.07 acres located in Jasper County, South
1269 Carolina, a portion of the Delta Plantation” prepared for North Savannah Properties, LLC by Charles W.
1270 Tuten, Jr., South Carolina RLS # 13522, dated August 12.2004 and recorded in the Office of the Registrar
1271 of Deeds for Jasper County, South Carolina, in Plat Book 27, Page 357. For a more detailed description as
1272 to courses, metes and bounds, reference may be made to said plat of record.
1273 [END OF EXHIBIT A]

1274

1275 **Exhibit B: The By-Laws of the Telfair Plantation Property Owners**
 1276 **Association, Inc**

1277 **Article 1: Name, Principal Office, and Definitions**

1278 **1.1 Name.**

1279 The name of the corporation is the Telfair Plantation Property Owners Association, Inc. ("Association").

1280 **1.2 Principal Office.**

1281 The Association's principal office shall be located in Jasper County, South Carolina. The Association
 1282 may have other offices, either within or outside of South Carolina, as the Board of Directors may
 1283 determine or as the Association's affairs may require.

1284 **1.3 Definitions.**

1285 The words used in these By-Laws shall be given their normal, commonly understood definitions.
 1286 Capitalized terms shall have the same meaning as set forth in that certain Declaration of Covenants,
 1287 Conditions, and Restrictions for Telfair Plantation recorded in the Register of Deeds for Jasper Country,
 1288 South Carolina as it may be amended ("Declaration"), unless context indicates otherwise.

1289 **Article 2: Association: Membership, Meetings, Quorum, Voting, Proxies**

1290 **2.1 Membership.**

1291 The Association has a single class of membership, as more fully set forth in the Declaration. The
 1292 provisions of the Declaration pertaining to membership are incorporated here-in by this reference.

1293 **2.2 Place of Meetings.**

1294 Meetings of the membership shall be held at the principal place of the Association or at such other
 1295 suitable place convenient to the Members as the Board may direct, to include the option for on-line
 1296 meetings.

1297 **2.3 Annual Meetings.**

1298 The Board shall set a date and time for annual meetings in the fourth calendar quarter of each year.

1299 **2.4 Special Meetings.**

1300 The President may call special meetings. In addition, it shall be the President's duty to call a special
 1301 meeting, if so directed by resolution of the Board, or upon a petition signed by Members representing at
 1302 least to (10%) percent of the votes of the Association.

1303 **2.5 Notice of Meetings.**

1304 The Association's Secretary shall cause written notice stating the place, day, and hour of any Association
 1305 meeting to be given to each Member in any manner permitted by South Carolina law. If permitted, the
 1306 primary means of notification will be via email to owners that have provided email contact addresses,
 1307 supplemented by posting of the notice on the Telfair Property Owners Association website. For owners
 1308 that have not provided email addresses but have provided physical mail addresses the notification means
 1309 will be by United States mail supplemented by posting of the notice on the Telfair Property Owners
 1310 Association website. Notice shall be sent to all Members not less than fifteen (15) days nor more than
 1311 ninety (90) days before the date of the meeting, by or at the direction of the President, the Secretary, or
 1312 the officers or Persons calling the meeting.

1313 In the case of a special meeting or when otherwise required by South Carolina law, or these By-Laws, the
 1314 purpose or purposes for which the meeting is being called shall be stated in the notice. No other business
 1315 shall be transacted at a special meeting except as stated in the notice.

1316 If posted, notice shall be deemed delivered when posted. If physically mailed, the notice shall be deemed
 1317 delivered when deposited in the United States mail addressed to the member at his or her address as it
 1318 appears on the Association's records, with the postage prepaid. If sent by facsimile, electronic mail, or
 1319 other such electronic communication device, notice shall be deemed delivered when transmitted to the
 1320 Member at his or her address or number as it appears on the Association's records. Failure to receive
 1321 actual notice of an Association meeting shall not affect the validity of any action taken at such meeting.

1322 **2.6 Waiver of Notice.**

1323 Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any
 1324 Member may waive, in writing, notice of any meeting of the Members, either before or after such
 1325 meeting. Attendance at a meeting by a Member shall be deemed a waiver by such of proper notice at the
 1326 time the meeting is called to order. Attendance at a special meeting shall be deemed a waiver of notice of
 1327 all business transacted at such meeting, unless an objection on the basis of lack of proper notice is raised
 1328 before the business is put to a vote.

1329 **2.7 Adjournment of Meetings.**

1330 If any meeting of the membership cannot be held because a quorum is not present, a majority of the
 1331 Members who are present at such meeting may call another meeting subject to the notice requirements in
 1332 Section 2.5. Members present at a duly called or held meetings at which a quorum is present may
 1333 continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave
 1334 less than a quorum, provided that any action is approved by at least a Majority of the votes required to
 1335 constitute a quorum. See Section 2.10 below.

1336 **2.8 Voting.**

1337 The voting of Members shall be as set forth in the Declaration and in the By-Laws, and such voting
 1338 rights provisions in the Declaration are specifically incorporated herein by this reference.

1339 Members may vote at a meeting by voice vote or ballot or may vote by mail without the necessity of a
 1340 meeting, as determined by the Board; provided the Board shall hold meetings when required by the
 1341 Declaration, these By-Laws, or South Carolina law. Votes for the election of Directors shall be cast by
 1342 secret written ballot. All Member votes cast at meetings are subject to the quorum requirements of
 1343 Section 2.10.

1344 **2.9 Proxies.**

1345 Members may vote in person or by proxy, subject to the limitations of South Carolina law relating to use
 1346 of general proxies and subject to specific provisions to the contrary in the Declaration and By-Laws.

1347 Every proxy shall be in writing specifying the Unit for which it is given, signed by the Member or such
 1348 Member's duly appointed attorney-in-fact, dated, and files with the Association's Secretary prior to the
 1349 meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall
 1350 be assumed to cover all votes which the Member giving such proxy is entitled to cast. In the event of any
 1351 conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy
 1352 shall prevail, or if dated on the same date, both shall be deemed to be invalid.

1353 Every Proxy shall be revocable and shall automatically cease upon: a) conveyance of any Unit for which
 1354 it was given; b) receipt by the Secretary of written notice of revocation of the proxy or the death or
 1355 judicially declared incompetence of a Member who is a natural person; or c) eleven (11) months from the
 1356 date of the proxy, unless a shorter period is specified in the proxy.

1357 **2.10 Quorum.**

1358 Except as otherwise provided in these By-Laws or in the Declaration, the presence of Members or their
1359 proxies representing at least thirty-three (33%) percent of the total votes in the Association shall
1360 constitute a quorum at all Association meetings.

1361 Should a Member not be present for an Annual meeting and not return proxies indicating a vote for or
1362 against or abstaining on any matter at an Annual meeting, then the Secretary may count those Members
1363 as being present for the purposes of meeting quorum requirements. Members counted as such will be
1364 treated as attended the opening of the Annual meeting and then leaving and no longer being present for
1365 voting on any matters. See Section 2.7 above.

1366 **2.11 Conduct of Meetings.**

1367 The President shall preside over all Association meetings, and the Secretary shall keep notes of the
1368 meetings and record in a minute book (or similar record) all resolutions adopted and all other transactions
1369 occurring at such meetings.

1370 **2.12 Action Without a Meeting.**

1371 Any action required or permitted by law to be taken at a meeting of the Members may be taken without a
1372 meeting, without prior notice, and without a vote, if written consent specifically authorizing the proposed
1373 action is signed by Members holding at least the minimum number of votes necessary to authorize such
1374 action at a meeting. Such consents shall be filed with the Association's minutes and shall have the same
1375 force and effect as a vote of Members at a meeting. Within ten (10) days after receiving authorization for
1376 any such action by written consent, the Secretary shall give notice to all Members entitled to vote who
1377 did not give their consent, fairly summarizing the material features of the authorized action.

1378 **Article 3: Board of Directors: Number, Powers, Meetings**

1379 **3.1 Governing Body; Composition.**

1380 The Board of Directors shall govern the Association's affairs. Each director shall have one vote. The
1381 directors shall be Members or residents; provided no Owner and resident representing the same Unit may
1382 serve on the Board at the same time. A "resident" shall be any natural person 18 years of age or older
1383 whose principal residence is a Unit within Telfair Plantation. In the case of a Member that is not a natural
1384 person, any officer, director, partner, or trust officer of such Member shall be eligible to serve as a
1385 director unless otherwise specified by written notice to the Association signed by such Member;
1386 provided, no Member may have more than one such representative on the Board at a time.

1387 **3.2 Number of Directors.**

1388 The Board shall consist of no less than three, not more than seven directors.

1389 **3.3 Nomination and Election Procedures.**

1390 (a) Nominations and Declaration of Candidacy. Prior to each election of directors, the Board shall
1391 prescribe the opening date and closing date of a reasonable filing period in which each and every eligible
1392 person who has a bona-fide interest in serving as a director may file as a candidate for any position to be
1393 filled. The Board shall establish such other rules and regulations as it deems appropriate to conduct the
1394 nomination of directors in a fair, efficient, and cost-effective manner. Nominations may also be permitted
1395 from the floor.

1396 (b) Election Procedures. Each Member may cast the entire vote assigned to his or her Unit for each
1397 position to be filled. That number of candidates which equals the number of positions to be filled and
1398 receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of
1399 consecutive terms.

1400 **3.4 Election and Term of Office.**

1401 Except as otherwise specifically provided, election of Directors shall take place at the Association's
1402 annual meeting. Notwithstanding any other provision of these By-Laws:

1403 (a) Upon the expiration of the term of office of each director elected by the Members, a successor
1404 shall be elected to serve a term of two years.

1405 **3.5 Removal of Directors and Vacancies.**

1406 Any director may be removed, with or without cause, by a vote of Members representing a majority of
1407 the votes entitled to be cast for the election of such director. Any director whose removal is sought shall
1408 be given notice prior to any meeting for that purpose. Upon removal of a director, the Members shall
1409 elect a successor to fill the vacancy for the remainder of the term for such director.

1410 Any director elected by the Members who has three consecutive unexcused absences from Board
1411 meetings, or who is more than thirty (30) days delinquent in the payment of any assessment or other
1412 charge due the Association, may be removed by a majority vote of the directors present at a regular
1413 meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the
1414 remainder of the term.

1415 In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and
1416 appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may
1417 elect a successor for the remainder of the term.

1418 **3.6 Meetings. Regular Meetings**

1419 Regular Board meetings may be held at such time and place as a majority of the directors shall
1420 determine, but at least four such meetings shall be held during each fiscal year with at least one per
1421 quarter.

1422 **3.7 Meetings. Special Meetings.**

1423 Special Board meetings shall be held when called by written notice signed by the President or the Vice
1424 President or by any two directors.

1425 **3.8 Meetings. Notice and Waiver of Notice.**

1426 (a) Notices of Boards meetings shall specify the time and place of the meeting and, in the case of a
1427 special meeting, the nature of any special business to be conducted. The Board shall give notice to each
1428 director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone (either directly to the
1429 director or to a person at the director's office or home who would reasonably be expected to
1430 communicate such notice promptly to the director); or (iv) facsimile, electronic mail, or other electronic
1431 communication device, with confirmation of transmission. All such notices shall be given to the
1432 director's phone number, fax number, electronic mail address, or sent to the director's address as shown
1433 in the Association's records. Notices sent by first class mail shall be deposited into a United States
1434 mailbox at least five (5) business days before the time set for the meeting. Notices given by personal
1435 delivery, telephone or other device shall be delivered at least seventy-two (72) hours before the time set
1436 for the meeting.

1437 (b) Except for emergency meetings, a notice of a board meeting shall be posted in a conspicuous place
1438 within the community at least forty-eight (48) hours in advance of the meeting or provided in any other
1439 manner reasonably anticipated to provide notice to all Members. In lieu of notice of each regular Board
1440 meeting, the Board may post or publish a schedule of upcoming Board meetings.

1441 (c) The transactions of any Board meeting, however called and noticed or wherever held, shall be as
1442 valid as though taken at a meeting duly held after regular call and notice is (a) a quorum is present, and
1443 (b) either before or after the each of the directors not present signs a waiver of notice, a consent to
1444 holding the meeting, or an approval of the meeting notes. The waiver of notice or consent need not

1445 specify the purpose of the meeting. Notice of a meeting also shall be deemed given to a director who
1446 attends the meeting without protesting before or at its commencement about the lack of adequate notice.

1447 **3.9 Meetings. Telephonic Participating in Meetings.**

1448 Members of the Board or any committee designated by the Board may participate in a meeting of the
1449 Board or committee by means of telephone or other electronic means, through which all persons
1450 participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection
1451 shall constitute presence in person at such meeting.

1452 **3.10 Quorum of Board.**

1453 At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of
1454 business, and the votes of a majority of the directors present at a meeting at which a quorum is present
1455 shall constitute the decision of the Board, unless otherwise provided in these By-Laws or the Declaration.
1456 A meeting at which a quorum is initially present may continue to transact business, notwithstanding the
1457 withdrawal of directors, if any action is approved by at least a majority of the required quorum for that
1458 meeting. If any Board meeting cannot be held because a quorum is not present, a majority of the directors
1459 present at the meeting may adjourn the meeting to a time not less than five nor more than thirty (30) days
1460 from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business
1461 which might have been transacted at the meeting originally called may be transacted without further
1462 notice.

1463 **3.11 Compensation.**

1464 Directors shall not receive compensation from the Association for acting as such unless Members
1465 representing a majority of the total votes in the Association approve such compensation at a regular or
1466 special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of
1467 the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the
1468 Association from compensating a director, or any entity with which a director is affiliated, for services or
1469 supplies furnished to the Association in a capacity other than a director pursuant to a contract or
1470 agreement with the Association, provided that such director's interest was made known to the Board prior
1471 to entering into such a contract and such contract was approved by a Majority of the Board, excluding the
1472 interested director.

1473 **3.12 Conduct of Meetings.**

1474 The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book (or
1475 similar record) of the Board meetings, recording all Board resolutions and all proceedings occurring at
1476 such meetings.

1477 **3.13 Open Meetings.**

1478 Subject to Section 3.3.10, all meetings of the Board shall be open to all Members and, if required by law,
1479 all Owners, but attendees other than Directors may not participate in any discussion or deliberation
1480 unless permission to speak is requested on their behalf by a director. In such case, the President may limit
1481 the time any such individual may speak. Notwithstanding the above, the President may adjourn any
1482 Board meeting and reconvene in executive session, and may exclude persons other than directors, to
1483 discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

1484 **3.14 Action Without a Formal Meeting.**

1485 Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the
1486 directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is
1487 signed by all the directors, and such consent shall have the same force and effect as a unanimous vote.

1488 **3.15 Powers and Duties.**

1489 The Board of Directors shall have all the powers and duties necessary for administering the Association's
1490 affairs and for performing all of the Association's responsibilities and exercising all of the Association's
1491 rights as provided by law.

1492 The duties of the Board shall include, without limitation:

1493 (a) Preparing and adopting, in accordance with the Declaration, an annual budget and establishing
1494 each Owner's share of the Common Expenses;

1495 (b) Levying and collecting assessments from the Owners;

1496 (c) Providing for the operation, care, upkeep, and maintenance of the Common Areas

1497 (d) Designating, hiring, and dismissing the personnel necessary to carry out the Association's rights
1498 and responsibilities and, where appropriate, providing for the compensation of such personnel in the
1499 performance of their duties;

1500 (e) Depositing all funds received on behalf of the Association in a bank depository which it shall
1501 approve, and using such funds to operate the Association; provided, any reserve funds may be deposited,
1502 in the Board's judgement, in depositories other than banks;

1503 (f) Making and amending the use restrictions and rules in accordance with the Declaration;

1504 (g) Opening bank accounts on behalf of the Association and designating signatories required;

1505 (h) Making or contracting for the making of repairs, additions, and improvements to or alterations of
1506 the Common Areas in accordance with the Declaration and these by-Laws;

1507 (i) Enforcing the provisions of the Declaration and these By-Laws and bring any legal proceedings
1508 which may be instituted on behalf of or against the Owners concerning the Association; provided, the
1509 Association's obligation in this regard shall be conditioned in the manner provided in the Declaration;

1510 (j) Obtaining and carrying property and liability insurance and fidelity bonds, as provided in the
1511 Declaration, paying the cost thereof, and filing and adjusting the claims, as appropriate;

1512 (k) Paying the cost of all services renders to the Association;

1513 (l) Keeping books with detailed accounts of the receipts and expenditures of the Association;

1514 (m) Permitting utility suppliers to use portions of the Common Area reasonably necessary to the
1515 ongoing development or operation of Telfair Plantation;

1516 (n) Indemnifying a director, officer or committee member, or former director, officer, or committee
1517 member of the Association to the extent such indemnity is authorized by South Carolina law, the Articles
1518 of Incorporation, or the Declaration.

1519 **3.16 Management.**

1520 The Board may employ a professional manager or agent at such compensation as the Board may
1521 authorize, to perform such duties as the Board may authorize including, but not limited to, polling of
1522 members or utilizing other forms of reporting processes. The manager may be a corporation or an
1523 individual. The Board may delegate such powers as are necessary to perform the manager's assigned
1524 duties but shall not delegate policy making authority or those duties set forth in Section **Error!**
1525 **Reference source not found.** sub paragraphs (a) (b) (f) (g) and (j).

1526 The Board may delegate to one of its members the authority to act on behalf of the Board on all matters
1527 relating to the duties of the manager, which might arise between Board meetings.

1528 The Association may not terminate any management contract, or retain a new managing agent, without
1529 the approval of Members representing a majority of the Association's votes.

1530 Any management contract may, among other things, authorize the managing agent to act as the
1531 Association's agent with respect to the expenditure of Association funds within the scope of the approved
1532 Association budget; provided, the managing agent shall not be permitted to spend money in excess of the
1533 budget or to reallocate greater than ten (10%) percent of any budget line item without the Board's
1534 approval.

1535 **3.17 Accounts and Reports.**

1536 The following management standards of performance shall be followed unless the Board by resolution
1537 specifically determines otherwise:

1538 (a) Accrual accounting, as defined by generally accepted accounting practices, shall be employed.

1539 (b) Accounting and controls should conform to generally accepted accounting principles.

1540 (c) Cash accounts of the Association shall not be commingled with any other accounts.

1541 (d) The managing agent shall accept no remuneration from vendors, independent contractors, or
1542 others providing goods and services to the Association, whether in the forms of commissions, finder's
1543 fees, service fees, prizes, gifts, or otherwise; anything of value shall benefit the Association.

1544 (e) The managing agent shall disclose promptly to the Board any financial or other interest which it
1545 may have in any firm providing goods or services to the Association.

1546 (f) A delinquency report listing all Owners who are delinquent in paying assessments at the time of
1547 the report and describing the status of any action to collect such assessments which remain delinquent
1548 (any assessment or installment thereof shall be considered delinquent on the 15th day following the due
1549 date unless otherwise specified by Board resolution).

1550 **3.18 Borrowing.**

1551 The Association may borrow money (i) for the purpose of improving the Development, or any portion
1552 thereof, (ii) for acquiring additional Common Areas, (iii) for constructing, repairing, maintaining or
1553 improving any facilities located or to be located within the Development, or (iv) to give as security for
1554 the payment of any such loan a mortgage or other security instrument conveying all or any portion of the
1555 Common Areas; provided, however, that the lien or encumbrance and any such instrument given by the
1556 Association shall be subject and subordinate to any and all rights, interest, options, licenses, easements,
1557 and privileges herein reserved or established for the benefit of the Declarant; any Owner, or the holder of
1558 any Mortgage, irrespective of when such Mortgage is executed or given

1559 **3.19 Rule Making.**

1560 (a) Rules and Regulations. Subject to the provisions hereof and the Declaration, the Board of
1561 Directors may establish reasonable rules and regulations concerning the Units and the Common Areas
1562 and facilities located there on. Copies of rules and regulations and amendments thereto shall be furnished
1563 by the Association to all Owners prior to the effective date of such rules and regulations and amendments
1564 thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests,
1565 invitees, servants, and agents until and unless any such rule or regulation be specifically overrules,
1566 canceled, or modified by the Board of Directors or in a regular special meeting of the Association by the
1567 vote of the Owners, in person or my proxy, holding a majority of the total votes of the Associations.

1568 (b) Authority and Enforcement. Subject to the provisions hereof and the Declaration, upon violation
1569 of the Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, including, without
1570 limitation, the failure to timely pay any assessments or charges, the Board shall have the power (i) to
1571 impose reasonable monetary fines which shall constitute an equitable change and a continuing lien upon
1572 the Unit, the Owners, Occupants, or guests of which are guilty of such violation, (ii) to suspend an

1573 Owners right to vote in the Association, or (iii) to suspend an Owner's right and the right of such
 1574 Owner's family, guests, and tenants and of the co-Owners of such Owner and their respective families,
 1575 guests, and tenants to use any of the Common Areas. The Board shall have the power to impose all or
 1576 any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the even of a
 1577 violation by such Owner, his family, guests, or tenants or by his co-Owners of the family, guests, or
 1578 tenants of his co-Owners. Any such suspension of rights may be for the duration of the infraction and for
 1579 any additional period thereafter, not to exceed thirty (30) days. The fines levied and assessed as provided
 1580 for in this Section shall be a lien upon the Unit in the same manner as that provided for in Section VIII.08
 1581 of the Declaration. The effect of non-payment of such fines and the remedies of the Association to
 1582 enforce collection thereof shall be the same as those provisions for in Section VIII.09 of the Declaration.

1583 (c) Procedure. See Section X Rule Making, of the Declaration.

1584 (d) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the
 1585 Board may elect to enforce any provision of the Declaration by self-help (specifically including, but not
 1586 limited to, the towing of vehicles that are in violation of parking rules) or following compliance with the
 1587 dispute resolution procedures set forth in the Declaration, if applicable, by suit at law or in equity to
 1588 enjoin any violation or to recover monetary damages or both, without the necessity of compliance with
 1589 the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or
 1590 occupant responsible for the violation of which abatement is sought shall pay all costs, including
 1591 reasonable attorney's' fees actually incurred. Any entry onto a Unit for purposes of exercising this power
 1592 of self-help shall not be deemed a trespass.

1593 **3.20 Board Standards.**

1594 In performing their duties, Directors and officers shall act as fiduciaries and are subject to insulation from
 1595 liability as provided for directors of corporations by South Carolina law and as otherwise provided by the
 1596 Governing Documents. Directors shall exercise the ordinary and reasonable care of directors of a
 1597 corporation, subject to the business judgment rule.

1598 A Director shall be deemed to act in accordance with the business judgment rule so long as the director:

1599 (a) Acts within the expressed or implied cope of the Declaration and his or her actions are not *ultra*
 1600 *vires*;

1601 (b) Affirmatively undertakes to make decisions which are necessary for the Association's continued
 1602 and successful operation and, when decisions are made, they are made on an informed basis;

1603 (c) Acts on a disinterested basis, promptly discloses any real or potential conflict of interests
 1604 (pecuniary or other), and avoids participation in such decisions and actions; and

1605 (d) Acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.

1606 A director acting in accordance with the business judgment rule shall be protected from personal liability.
 1607 Unless the Declaration requires that specific action be taken, failure to take such specific action shall not,
 1608 without further showing that the Board acted in violation of the business judgment rule, be deemed a
 1609 violation of a Board duty.

1610 Board determination of the meaning, scope and application of Declaration provisions shall be upheld and
 1611 enforced so long as such determinations are reasonable. The Board shall exercise its power in a fair,
 1612 nondiscriminatory manner and shall adhere to procedures established in the Declaration.

1613 **3.21 Liability.**

1614 A director shall not be personally liable to the Association, any Member, or any other Person for any
 1615 action taken or not taken as a director if the director has acted in compliance with Section 3.10.

1616 The officers, directors, and committee members of the Association shall not be liable for any mistake of
 1617 judgment, negligent or otherwise, except for their own will misfeasance, malfeasance, misconduct or bad

1618 faith. The officers and directors shall have no personal liability with respect to any contract or other
 1619 commitment made or action taken in good faith on behalf of the Association (except to the extent that
 1620 such officers or directors may also be Members of the Association).

1621 **3.22 Indemnification.**

1622 Subject to the limitations of South Carolina law, the Association shall indemnify every officer, director,
 1623 and committee member against all damages and expenses, including counsel fees and expenses,
 1624 reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any
 1625 suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by
 1626 reason of being or having been and officer, director, or committee member, except that the Association
 1627 shall have no obligation to indemnify any individual against liability or expenses in connection with a
 1628 proceeding:

1629 (a) Brought by or in the right of the Association, although it may reimburse the individual for
 1630 reasonable expenses incurred in connection with the proceeding if it is determined by the court or in the
 1631 manner provided above, that the individual met the relevant standard of conduct under the South
 1632 Carolina Nonprofit Corporation Code; or

1633 (b) To the extent that the individual is adjudged liable for conduct that constitutes:

1634 (i) Appropriation, in violation of his or her duties, of any business opportunity of the Association;

1635 (ii) Intentional misconduct or knowing violation of the law;

1636 (iii) An unlawful distribution to member, directors or officers; or

1637 (iv) Receipt of an improper personal benefit.

1638 This right to indemnification shall not be exclusive of any other rights to which any present or former
 1639 officer, director, or committee member may be qualified. The Association may, as a Common Expense,
 1640 maintain adequate general liability and officers' and directors' insurance to fund this obligation, if such
 1641 insurance is reasonably available.

1642 **3.23 Advancement of Expenses.**

1643 In accordance with the procedures and subject to the conditions and limitations set forth in the South
 1644 Carolina Nonprofit Corporation Code, the Board may authorize the Association to advance funds to pay
 1645 for or reimburse the reasonable expenses incurred by a present or former officer, director or committee
 1646 member in any proceeding to which he or she may be a party by reason of being or having been an
 1647 officer, director, or committee member of the Association.

1648 **Article 4: Officers**

1649 **4.1 Officers.**

1650 The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The
 1651 President and Secretary shall be elected from among the members of the Board; other officers may be,
 1652 but need not be, members of the Board. The Board may appoint such other officers, including one or
 1653 more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers
 1654 to have such authority and perform such duties as the Board prescribes. Any two or more officers, may
 1655 be held by the same person, except the offices of President and Secretary.

1656 **4.2 Election and Term of Office.**

1657 The Board shall elect the officers of the Association at the first meeting of the Board following each
 1658 annual meeting of the Members, to serve until their successors are elected.

1659 **4.3 Removal and Vacancies.**

1660 The Board may remove any officer whenever in the Board's judgment the best interests of the
1661 Association will be served, and may fill any vacancy in any office arising because of death, resignation,
1662 removal, or otherwise, for the unexpired portion of the term.

1663 **4.4 Powers and Duties.**

1664 The Association's officers each shall have such powers and duties as generally pertains there respective
1665 offices, as well as such powers and duties as may be specifically conferred or imposed by the Board of
1666 Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have
1667 primary responsibility for the preparation of the budget provided for in the Declaration and may delegate
1668 all or part of the preparation and notification duties to a finance committee, manager or both.

1669 **4.5 Resignation.**

1670 Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary.
1671 Such resignation shall take effect on the date of the receipt of such notice or at any later time specified
1672 therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary
1673 to make it effective.

1674 **4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc.**

1675 All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be
1676 executed by at least two officers or by such other person or persons as may be designated by Board
1677 resolution.

1678 **4.7 Compensation.**

1679 Compensation of officers shall be subject to the same limitations as compensation of directors under
1680 Section 1.2.6.

1681 **Article 5: Committees**

1682 The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for
1683 such periods as the Board may decide by resolution. Each committee shall operate in accordance with the
1684 terms of such resolution. Committees shall exercise only such authority as granted by the Board
1685 resolution, provided the Board may, in the exercise of its reasonable discretion, elect not to follow a
1686 committee's advice on any manner. Committees may not act without specific Board authority and may
1687 not bind the Association contractually or financially. Committee members may serve no more than two
1688 (2) consecutive two (2) year terms on the same committee.

1689 **Article 6: Miscellaneous**

1690 **6.1 Fiscal Year.**

1691 The Association's fiscal year shall be set by Board resolution. In the absence of a resolution, the fiscal
1692 year shall be the calendar year.

1693 **6.2 Parliamentary Rules.**

1694 Except as modified by Board resolution, Robert's Rules of Order, (the then current edition) shall govern
1695 the conduct of the Association proceedings which when not in conflict with South Carolina law or the
1696 Governing Documents.

1697 **6.3 Conflicts.**

1698 If there are conflicts among the provisions of South Carolina law, the Articles of Incorporation, the
1699 Declaration, and these By-Laws, the provisions of South Carolina, the Declaration, the By-Laws, and the
1700 Articles of Incorporation (in that order) shall prevail.

1701 **6.4 Books and Records.**

1702 (a) Inspection by Member and Mortgagees. The Board shall make available for inspection and
1703 copying by: any holder, insurer, or guarantor of a first Mortgage on a Unit, any Member, or the duly
1704 appointed representative of any of the foregoing at any reasonable time for a purpose reasonable related
1705 to his or her interest in a Unit: the Declaration, By-Laws, And Articles of Incorporation, including any
1706 amendments, the rules and regulations of the Association, the Board, and committees. The Board shall
1707 provide for such inspection to take place at the office of the Association or at such other place within
1708 Telfair Plantation as they Board shall designate.

1709 (b) Rules for Inspection. The Board shall establish rules with respect to: (i) notice to be given to the
1710 custodian of the records; (ii) the hours and days of the week when such an inspection may be made; and
1711 (iii) payment of the cost of reproducing documents requested.

1712 (c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to
1713 inspect all books, records, and documents of the Association and the physical properties owned or
1714 controlled by the Association. The right of inspection by a director includes the right to make a copy of
1715 relevant documents at the expense of the Association.

1716 **6.5 Notices.**

1717 Except as otherwise provided in the Declaration or these By-Laws, all notices, demand, bills, statements,
1718 or other communications under the Declaration or these By-Laws shall be in writing and shall be deemed
1719 to have been duly given if personally delivered or if sent by United States mail, first class postage
1720 prepaid:

1721 (a) If to a member, at the address which the Member has designated in writing and filed with the
1722 Secretary or, if no such address has been designated, at the address of the Unit of such Member;

1723 (b) If to the Association, the Board, or the manager, at the principal office of the Association or the
1724 managing agent or at such other address as shall be designated by notice in writing to the Members
1725 pursuant to this Section: or

1726 (c) If to a committee, at the principal address of the Association or at such other address as shall be
1727 designated by notice in writing to the Members pursuant to this Section.

1728 **6.6 Amendment.**

1729 **6.6.1 By Members Generally.**

1730 Except as provided above, these By-Laws may be amended only by the affirmative vote or written
1731 consent, or any combination thereof, of Members representing a majority of the total Class "A" votes in
1732 the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause
1733 shall not be less than the prescribed percentage of affirmative votes required for action to be taken under
1734 that clause.

1735 **6.6.2 Validity and Effective Date of Amendments.**

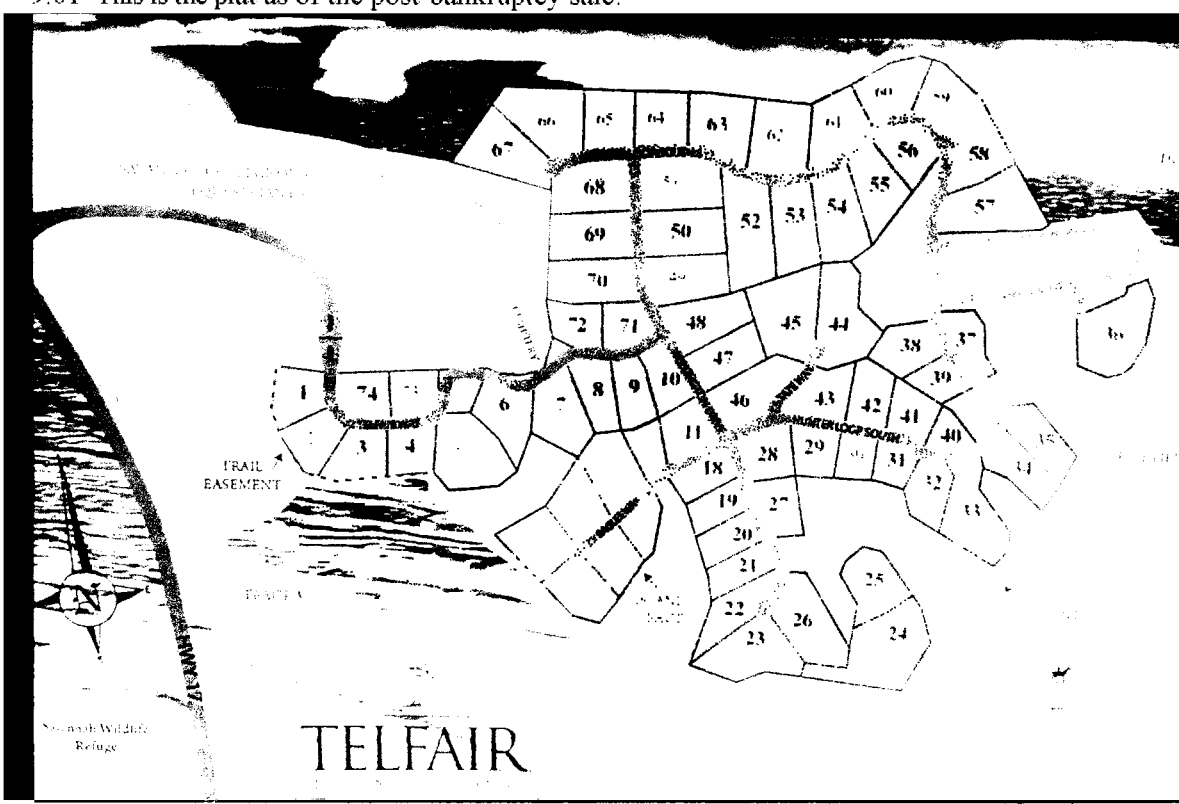
1736 Amendments to the By-Laws shall become effective upon the execution of such amendment by the
1737 President.

1738 [END OF EXHIBIT B]

1739

1740 **Exhibit C – Map of Lot Numbers**

1741 9.01 This is the plat as of the post-bankruptcy sale.



1742
1743

[END OF EXHIBIT C]