

RETURN TO:
McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia 31401

PLEASE CROSS REFERENCE:
Deed Book 589, Page 178,
Deed Book 2078, Page 469,
Effingham County, Georgia records.

**SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR
LOST PLANTATION**

This Second Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Lost Plantation (“Second Amendment”), is made on the date hereinafter set forth by Lamar Smith Signature Holding, LLC, as follows:

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements for Lost Plantation was recorded by Effingham Development Group, L.P. (“EDG”), at Deed Book 589, Page 178, Effingham County, Georgia land records (the “Declaration”);

WHEREAS, EDG, as Declarant by virtue of that certain Declaration reserved the right to unilaterally amend the Declaration, pursuant to Article XII, Section 7, until termination of the Class B Membership;

WHEREAS, Lamar Smith Signature Holdings, LLC (“Lamar Smith”) is the successor Declarant by virtue of the transfer of declarant rights from EDG to Lamar Smith;

WHEREAS, Lamar Smith owns lots within the Lost Plantation subdivision, and accordingly, is the Class B Member and sole Declarant;

WHEREAS, Lamar Smith, as the Class B Member and sole Declarant, can unilaterally amend the Declaration, so long as said amendment is, *inter alia*, necessary to obtain the approval of institutional lenders, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation to make purchase mortgage loans on Lots or is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots;

WHEREAS, the following amendment is necessary to obtain mortgage loans in the secondary market and to obtain insurance on said mortgage loans; and,

WHEREAS, Lamar Smith, with the advice and consent of the Lost Plantation Homeowners Association, Inc.'s board of directors, desires to modify and amend the Declaration.

NOW, THEREFORE, for and in exchange of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency is hereby acknowledged, Lamar Smith amends the Declaration as follows:

1. The following provision is added to the end of Article 9 as Section 21:

“Section 21. Leasing. To preserve the character of the community as predominantly owner-occupied, the Leasing of Lots is prohibited, except as provided herein. “Leasing” means the occupancy of a Dwelling by any person(s) other than: (1) the Owner or a parent, child or spouse of an Owner (collectively referred to as “Authorized Occupant”); (2) an Authorized Corporate Occupant (defined below); or (3) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant also occupies the Lot as his or her primary residence. An Authorized Corporate Occupant shall be an officer, director, shareholder, member or employee of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust; provided the Owner receives no rent or other consideration for such occupancy. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every twelve (12) months without the Board’s written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Lot.

(a) Permitted Leasing. Leasing of Dwellings is allowed only by: (1) an Owner who has received a Leasing Permit as provided below; (2) an Owner who has received a Hardship Permit as provided below; or (3) the Association. Leasing Permits and Hardship Permits shall be valid only as to a specific Owner and Dwelling and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where such permit was issued to the Owner's predecessor-in-title).

(1) Leasing Permits. The Board of Directors shall approve an Owner’s request for a Leasing Permit if the total number of current, outstanding Leasing Permits is less than twenty percent (20%) of the total number of Lots, excluding hardship permits; provided, however, a Leasing Permit shall not be issued to any Owner if the Lot is shown on the Association's books and records to be more than sixty (60) days past due in any assessment or charge, or if the Owner is in violation of the Declaration, Bylaws or Articles of Incorporation (“Association Legal Documents”). Owners who have been denied a Leasing Permit shall be placed on a

waiting list to be issued such a permit, if they so desire, when the above conditions have been satisfied. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

(2) Hardship Permits. If the inability to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis, for a term not to exceed one year, by applying to the Board of Directors for a Hardship Permit. The Board may approve or deny an Owner's request for a Hardship Permit in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the Community if such permit is issued; (3) the number of outstanding Hardship Permits (the Board shall be authorized to issue hardship leasing permits to up to five percent (5%) of the total number of Lots); (4) the Owner's ability to cure the hardship; and (5) whether previous Hardship Permits have been issued to such Owner; provided, however, a Hardship Permit shall not be issued to any Owner if the Lot is shown on the Association's books and records to be more than sixty (60) days past due in any assessment or charge, or if the Owner is in violation of the Association Legal Documents.

A "hardship" as described herein may include, but not be limited to, the following situations: (1) when the Board determines that an Owner must relocate his or her residence outside of Effingham County, Georgia and cannot, within six (6) months from the date that the Lot was placed on the market, sell the Lot, except at a price below the lowest amount of debt secured by the Lot over the last twelve (12) months; (2) when the Board determines that an Owner must temporarily relocate out of Effingham County, Georgia for employment purposes and intends to return to reside in the Lot within one (1) year; or (3) an Owner dies and the Lot is being administered by his or her estate.

Unless otherwise determined by the Board, a Hardship Permit authorizes an Owner to lease the Dwelling once for a term not to exceed one year.

(3) Expiration and Revocation of Permits. Leasing Permits and Hardship Permits are automatically revoked upon: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Dwelling for one hundred eighty (180) consecutive days at any time after the issuance of a Leasing Permit; or (3) the occupancy of the Dwelling by the Owner. The Board also shall have the power to revoke any Leasing Permit or Hardship Permit issued to any Owner if the Lot is shown on the Association's books and records to be more than sixty (60) days past due in any assessment or charge, or if the Owner is in violation of the Association Legal Documents. A Hardship Permit shall be revoked automatically if, during the term of such permit, the Owner is approved for and receives a Leasing Permit. An Owner may apply for an additional Hardship Permit at the expiration or revocation of a previous one.

b. General Leasing Provisions

(1) Notice and Approval. All leases shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. At least seven (7) days before entering into a lease, the Owner shall provide the Board with: (1) a copy of the proposed lease; (2) the names and phone numbers of all of the proposed Occupants of the Lot; (3) the Owner's primary residence address and phone number, work location and work phone number; and (4) the contact information for the Owner's property manager or emergency contact person, and (5) such other information required by the Board. If the form of a lease is disapproved, the Board shall notify the Owner what changes are required to bring the lease into compliance with the Association Legal Documents. Nothing herein gives the Board the right to approve or disapprove a proposed Occupant. The Board's approval or disapproval shall be limited to the form of the proposed Lease. Within ten (10) days after executing a lease for a Lot, the Owner shall provide the Board with a copy of the executed lease.

(2) Lease Terms. Dwellings may be leased only in their entirety. All leases must be for an initial term of not less than one (1) year, except with written Board approval. Short term vacation rentals are strictly **prohibited**.

(3) Liability for Assessments; Compliance. The Owner must provide the Occupant copies of the Association Legal Documents. The following provisions are incorporated into each lease of any Lot, whether or not expressly stated therein, and into the terms of any tenancy or occupancy even if no written lease or agreement exists between the Owner and the Occupant:

(i) Compliance with Association Legal Documents. All terms defined in this Declaration are incorporated herein by this reference. The Owner and each Occupant shall comply with all provisions of the Association Legal Documents. The Owner and Occupants are responsible for violations by any guests of the Lot and may be sanctioned for any such violation. If a Dwelling is leased or occupied in violation of the Association Legal Documents, or if the Owner, Occupant or guest violates the Association Legal Documents, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner and/or Occupant authorized under the Association Legal Documents.

(ii) Liability for Assessments. When an Owner who is leasing his or her Dwelling fails to pay an assessment or any other charge to the Association when due, the delinquent Owner hereby consents to the assignment of any rent received from the Occupant during the period of the delinquency. In such case, upon request by the Board, the Occupant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy. However, the Occupant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by the Occupant shall reduce, by the same

amount, the Occupant's obligation to make monthly rental payments to the Owner. If the Occupant fails to comply with the Board's request to pay assessments or other charges, such failure shall be deemed a violation of the Declaration and, in addition to all other enforcement rights, the Occupant shall pay to the Association all amounts authorized under the Declaration as if the Occupant were the Owner of the Lot. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

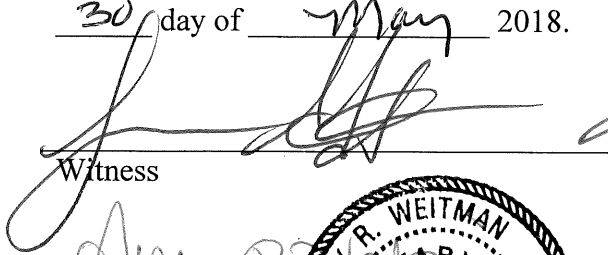
c. Enforcement. If a Dwelling is leased or occupied in violation of the Association Legal Documents, or if the Owner, Occupant or guest violates the Association Legal Documents, including without limitation, by failing to pay Assessments when due and payable, such violation is deemed to be a default under the terms of any lease or occupancy and the Association may require the Owner to evict the Occupants. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate the lease and/or occupancy and to evict all Occupants, without liability, in accordance with Georgia law. In any such eviction action by the Association, the Association may terminate the Occupancy rights upon fifteen (15) days' notice, notwithstanding any notice requirement in the lease or occupancy terms. Once the Association invokes its right to terminate the lease or occupancy and evict the Occupant(s), the Owner no longer has the right to extend or revive the terminated occupancy in any way."

(Signatures follow on the next page)

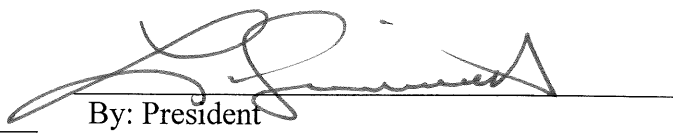
IN WITNESS WHEREOF, the Association has caused its duly authorized Officers to execute this Declaration as of the 30 day of May, 2018.

LAMAR SMITH SIGNATURE HOLDINGS, LLC,
a Georgia non-profit corporation

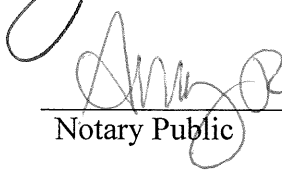
Sworn to and subscribed before me this
30 day of May 2018.



Witness

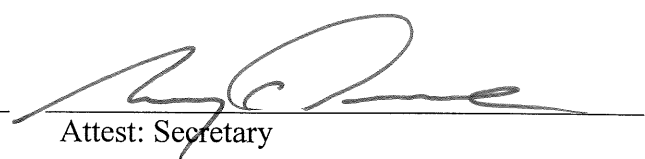


By: President



Notary Public





Attest: Secretary

[Corporate Seal]