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STATE OF SOUTH CAROLINA ) THIRD SUPPLEMENTAL DECLARATION  
 ) OF COVENANTS CONDITIONS AND  
COUNTY OF BEAUFORT ) RESTRICTIONS FOR JARVIS CREEK  
 ) CLUB PROPERTY OWNERS'  
 ) ASSOCIATION, INC.

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR JARVIS CREEK CLUB PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter, the "Supplement"), is made as of this 14<sup>th</sup> day of January 2016, by Jarvis Creek Club Property Owners' Association, Inc..

**WITNESSETH**

**WHEREAS**, on July 28, 2008, Selsey Enterprises, LLC, and Jarvis Creek Property Development Company, LLC, both limited liability companies organized and existing under the laws of the State of South Carolina, did submit certain lands (the "Property") to the Declaration of Covenants Conditions and Restrictions for Jarvis Creek Club Property Owners' Association, Inc. (hereinafter, the "Covenants"), which are of record with the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 2749 at Page 2183; and

**WHEREAS**, thereafter, on March 1, 2011, the Covenants were amended, which amendment is of record in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 3059 at Page 423 as of May 12, 2011; and

**WHEREAS**, thereafter, on September 4, 2014, the Covenants were again amended, which amendment is of record in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 3345 at Page 1855 as of September 9, 2014; and

**WHEREAS**, the Property and control of the POA has since been turned over by the Declarant, and all successors thereof, to the Members constituting the POA; and

**WHEREAS**, the POA is desirous or making certain further amendments to the Covenants, as amended, and as set forth herein; and

**WHEREAS**, the one such change seeks to regulate use of property for certain types of home rentals; and

**WHEREAS**, the one such change seeks to modify the terms pertaining to violations, sanctions, and corresponding procedure; and

**WHEREAS**, the POA has determined that the changes provided for herein were necessary and proper for the appropriate quiet use and enjoyment of the Property by all Members, and their successors and assigns, as well as the exercise of appropriate authority by the Board; and

**WHEREAS**, the Covenants provide for an amendment thereto by a vote of three-fourths (3/4) of all votes cast at a duly-convened meeting; and

**WHEREAS**, the POA announced its annual meeting for the 14<sup>th</sup> day of January, 2015; and

**WHEREAS**, the POA duly gave notice of said meeting to all POA Members as provided for in the Covenants, by U.S. Mail on the 15<sup>th</sup> day of December, 2015; and

**WHEREAS**, said notice included the agenda for the amendments discussed in this Supplement, as well as a proxy form and the text of the changes; and

**WHEREAS**, the POA convened said meeting on said day; and

**WHEREAS**, at said meeting, a quorum was attained to conduct POA business; and

**WHEREAS**, the amendments adopted herein came before the POA's general membership on that same day; and

**WHEREAS**, the number of votes required at said meeting to pass this Supplement was 43 of 56, or greater than three-fourths (3/4) of the members present and eligible to vote ; and

**WHEREAS**, the membership approved passage and adoption of the amendments to the Covenants contained in this Supplement by a vote of:

1. 45 in favor of this the First Amendment and 11 opposed;
2. 46 in favor of this the Second Amendment and 10 opposed; and
3. 49 in favor of this the Third Amendment and 7 opposed; and

**WHEREAS**, the POA approved the language used in this Supplement *verbatim*; and

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS** that the POA does hereby declare:

1. **Recitals:** The foregoing paragraphs and recitals, also known as “Whereas clauses”, are not mere recitals, are incorporated herein as part of this Supplement, and are an integral part hereof; and

2. **Effective Date:** This Supplement is to be effective upon recording with the Beaufort County land records.

3. **First Adopted Amendment:** The Association would add the following paragraphs to the end of Section 3.1 titled “Use of Property”:

“Also notwithstanding the foregoing, short-term rentals are hereby prohibited. Any period of less than Twelve (12) months is considered short-term. Owners or their tenants, successors, or assigns may not use any Lot as a bed and breakfast, reserve stays using Air BNB or other similar reservation methods, networks, or systems, or use their Lot for anything other than a long-term residence. Owners may not engage in the business of charging a fee for the use of their Lot unless it is a long-term rental, a sale, or some other valid, deeded transfer of interest in the Lot.”

4. **Second Adopted Amendment:** Section 10.2 of the Covenants is hereby amended to add section (c), which will read as follows: “assess a reasonable fine.” The “and” following subsection (a) shall be moved to follow subsection (b). After the final word of the present Section 10.2, it shall be added that “The Board may establish a reasonable schedule of fines for different types of offenses, or repeats thereof. Fines shall accrue late fees, which shall run from the date of assessment at the rate of Eighteen Percent (18.000%) per annum simple interest. The POA reserves the right to suspend accrual of late fees pending any review of fine under the methods described in Section 10.3, but is not required to do so, nor is it required to waive entitlement to the late fees or corresponding fine unless expressly done so by the POA in writing.

5. **Third Adopted Amendment:** Section 10.3 of the covenants shall be deleted in its entirety and replaced with the following:

“**Section 10.3: Procedure.** Except with respect to the failure to pay assessments, the POA, acting through its Board or management agent, shall not suspend voting rights, assess a fine, or suspend or infringe upon any

other rights of an Owner for a violation of these Covenants, the By-Laws, or any rules and regulations until such Owner is tendered a notice of the nature of the violation, the action required to abate the violation, if applicable, and a reasonable period of time within which to abate said violation, if abatement is possible. As stated in these Covenants, an Owner's failure to address abatable violations as prescribed in any warning letter shall justify imposing a fine and/or the POA undertaking the abatement at owner's sole cost and expense, the abatement of which expense shall be chargeable back to an Owner as a regular assessment. In violations capable of abatement, the Board retains sole discretion to elect whether to impose a fine or undertake abatement, but never both at the same time, though the POA may exercise its right of abatement and charge back after imposing fines in an attempt to encourage Owner abatement.

Should the violation be of the type that is not continuing in nature or would render a notice of abatement impractical (i.e., owner conduct, loud music, fighting, alcohol use around the pool, etc.), an Owner's notice need not contain the information required herein, though such Owner will still be entitled to notice of the violation, and a fine may be immediately imposed on the Owner. Any fine shall operate simultaneously as an assessment against the Owner's Lot and a personal obligation of the Owner.

Depending on the circumstances and the nature of the violation, warnings should be issued prior to imposing any sanction. The Board retains sole discretion to determine whether circumstances permit a warning prior to imposing a fine. It is also within the Board's sole discretion to send additional warning letters, other than as required herein, as the situation may warrant.

If the POA imposes a sanction upon an owner, an Owner has the right to protest the sanction by requesting a hearing. Hearings will be conducted in executive session at the next Board meeting. In the Board's sole discretion, hearings may also be by special meeting of the Board as it deems appropriate in carrying out the hearing. The Board will hear the sanctioned Owner, review evidence presented, and consider that Owner's arguments as relate to the validity and scope of the sanction imposed. The Board may alter or modify its original determination in its sole discretion. The Board's scope of review shall be limited to whether the conduct matches the sanction or whether the abatement demanded is reasonable under the circumstances, and both in light of the Owner's role in creating or contributing to the

circumstances giving rise to the sanction.

If the Board is unable to convene or an Owner is justifiably unavailable, a hearing may be put off until the next scheduled Board meeting (or sooner by special meeting), but each party may only cause such delay once. If either the Board or Owner do not attend or reschedule as set out herein, the party so failing shall lose by default. An Owner has an obligation to make him or herself available when the Board is available to convene.

Board members may participate in such hearings remotely, as may Owners. However, at least one Board member or a representative of the POA's manager must be present in person.

The Board may create a committee governing sanction reviews. If it so elects, it may then pass its powers to said committee as is appropriate in allowing it to conduct hearings. The Board, or said committee, may adopt reasonable rules and procedure to guide it in all parts of sanctioning Owners, and in review of all sanctions.

The POA's failure to enforce, or any delay enforcing, any of its rights hereunder shall not operate as a waiver of such right, whether as to that violation or similar future violations.

Except in emergency situations, the Board shall not undertake abatement until such time as an Owner has been afforded an opportunity to request a hearing. If a violation goes unabated for more than five (5) days after an abatement deadline has passed, it shall be presumptively concluded that an Owner has elected to waive that Owner's right to a hearing on that matter. If an Owner fails to request a hearing on the imposition of a fine within thirty (30) days of notice thereof, it shall be presumptively concluded that an Owner has elected to waive that Owner's right to a hearing on that matter."

6. **Severability:** The provisions hereof shall be deemed independent and severable, and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of this Supplement shall not affect the validity or enforceability of the remaining portions thereof and in such event, all of the other provisions of the Supplement shall continue in full force and effect as if such invalid provision had never been included therein.

7. **Definitions:** Unless otherwise specified herein, all terms to be given the same

meaning as set out in Covenants, including all Exhibits and amendments thereto.

8. **Conflict:** Should any of the provisions stated herein conflict with the provisions of the Covenants, the Covenants shall control.

9. **Incorporation:** The provisions of the Covenants, and all valid amendments thereto, which are not modified herein are expressly incorporated into and reaffirmed by this Supplement in the same manner as if the same were expressly set forth herein. This Supplement is intended to comply with the provisions of the aforementioned Covenants.

10. **MISCELLANEOUS:** This Supplement is intended to bind the POA, the Property, and all Owners, including their tenants, guests, invitees, successors, assigns, or others taking through those Owners.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the Jarvis Creek Club Property Owners' Association, Inc., has caused the undersigned, Peter Kristian, its President and duly-authorized signatory, to execute this this "THIRD SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR JARVIS CREEK CLUB PROPERTY OWNERS' ASSOCIATION, INC." on the date first set forth above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Jarvis Creek Club Property Owners'  
Association, Inc., a South Carolina  
Corporation

Jaclyn Phillips  
Machele McKerran

By:   
Peter Kristian

Its: President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT        )

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Peter Kristian, as President of Jarvis Creek Club Property Owners' Association, Inc., personally appeared before me this day and acknowledged execution of the foregoing instrument.

Witness my hand and official seal this 25<sup>th</sup> day of January, 2016.

Jaclyn Phillips  
Notary Public for South Carolina  
My Commission Expires:

**My Commission Expires  
February 4, 2024**