

FILE FOR RECORD JULY 5, 2007  
TIME 9:00A.M. RECORDED IN DEED  
BOOK 54-F PAGES 286-288

Melvin H. Sikes  
CLERK SUPERIOR COURT, WARE COUNTY, GA

AFTER RECORDING, RETURN TO:  
John Thomas Johnson, Esq.  
Gilbert, Harrell, Sumerford & Martin, P.C.  
777 Gloucester Street, Suite 200  
Brunswick, Georgia 31521

Inst. No. 3078

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
MILLWOOD PLANTATION**

The First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Millwood Plantation (the "First Amendment") is made this 20th day of June, 2007, by Millwood Plantation, LLC, a Delaware limited liability company (the "Company") and is applicable to the Declaration of Covenants, Conditions, Restrictions and Easements for Millwood Plantation (the "Declaration") dated December 6, 2006, recorded in the office of the Clerk of Superior Court of Ware County, Georgia in Deed Book 52-V, Page 253.

**WITNESSETH:**

WHEREAS, this First Amendment is made under and pursuant to the rights and powers set forth in the Declaration.

NOW, THEREFORE, the Company, pursuant to the provisions hereinabove referred, hereby amends the Declaration as follows:

1. Section 6.12 shall be amended by adding the following additional paragraph at the end of the section:

For purposes of this Section 6.12, a lot shall be considered to have been subdivided, and new lots created, upon recordation of a plat subdividing said lot in the office of the Clerk of Superior Court of Ware County, Georgia. The owner of the original lot at the time of subdivision shall provide a copy of the recorded plat to the Board within ten (10) days of recordation. All Assessments contemplated in this Declaration shall begin to accrue for each new lot upon recordation of the above-referenced subdivision plat.

2. Section 8.3.3 shall be amended by deleting the first sentence thereof and replacing it with the following:

“Annual Assessments may be collected in periodic installments as the Board may determine from time to time, but until the Board directs otherwise, they shall be payable annually in advance on the first day of January of each year.”

All other terms and provisions of the Declaration shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Declarant, by and through its authorized representative, does hereby execute this First Amendment, as of the day and year first above written.

MILLWOOD PLANTATION, LLC,  
a Delaware limited liability company

By: NTP TIMBER PROPERTIES, LLC,  
a Delaware limited liability company, Sole Member

By: NATIONAL TIMBER PARTNERS, LLC,  
a Delaware limited liability company, Sole Member

By: AMERICAN LAND PARTNERS, INC.,  
a Delaware corporation, Manager

By: *Timothy D. Smith*  
Timothy D. Smith  
Its: Treasurer

Signed, sealed and delivered  
this 20<sup>th</sup> day of June, 2007  
in the presence of:

*Todd M. Daley*  
Unofficial Witness

*Michelle K. Manner*  
Notary Public, Berkshire County, MA  
My Commission Expires: 7-4-2008

