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Harleston 08-3438

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO SECTIONS 15-48-10 ET SEQ., SOUTH CAROLINA CODE OF LAWS, 1976 (AS AMENDED)

STATE OF SOUTH CAROLINA)	SECOND AMENDED DECLARATION
)	OF COVENANTS, CONDITIONS
)	AND RESTRICTIONS FOR
)	HARLESTON GREEN TOWNHOME
COUNTY OF CHARLESTON)	ASSOCIATION INCORPORATED

THIS Second Amended Declaration, made on February 10, 2005 set forth by Harleston Green Townhome Association Incorporated, a non-profit association, (hereinafter "the Declarant") and the other owners of record of lots in the Harleston Green Development;

WITNESSETH:

WHEREAS, the undersigned owners are the owners of certain property in Charleston County, South Carolina, which is more particularly described as:

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in Harleston Green, in the City of Charleston, County of Charleston, State of South Carolina and being the major portion of a city block, bounded on the Northeast by Smith Street, on the Northwest by Calhoun Street, on the Southwest by Rutledge Avenue, and on the Southeast by Bull Street. The property herein described is shown on a plat prepared of the Subdivision of Harleston Green by Harold B. Nielson, Jr., Registered Professional Engineer and Land Surveyor, dated November 7, 1984, with a most recent revision dated March 5, 1987 and recorded in the RMC Office for Charleston County on March 19, 1987 in Plat Book BM at Page 95, and shown to contain all of the lots depicted on the above referenced Plat EXCEPT: lots or areas numbered 2, 5, 6, 7; 8, 10, 11, 12, 73, 74, 76, 77, 78, 79, 80, 81, 86, 87, 88, 93, 94, 95, 119, 122, 123, 124, 125, 126, and 128;

WHEREAS, based on certain changes in the development of said Property, undersigned the owners of record have recognized the necessity of Amending that certain Declaration of Covenants, Conditions and Restrictions for Harleston Green dated July 25, 1985 and recorded August 7, 1985 in the RMC office for Charleston County in Book D 147 at Page 592 and First Amended Declaration of Covenants, Conditions and Restrictions for Harleston Green dated June 20, 1988 and recorded in Book J 176 at Page 410 in the RMC Office for Charleston County and in connection therewith decree this Second Amended Declaration of Covenants, Conditions and Restrictions for Harleston Green for the benefit of all purchasers of lots within said Property; and

WHEREAS, Undersigned at least 75% of the owners of record have recognized the need for collective action by the Purchasers of said lots within said property to protect the interest of the owners in certain common facilities and parking and to enforce these Second Amended Covenants, Conditions and Restrictions; and

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NOW THEREFORE, Undersigned at least 75% of the other owners of record hereby declare that all of the property described above, except for the lots specifically deleted, shall be held, sold and conveyed subject to the following additional easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These easements, restrictions, covenants and conditions shall run with said Property and shall be binding on all parties having or acquiring any rights, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

The following Section shall be added to Article 5 of the First Amended Declaration of Covenants, Conditions and Restrictions for Harleston Green:

Section 10. TRANSFER ASSESSMENT UPON SALE.

Upon the transfer of title of a lot in the Harleston Green Subdivision, a Transfer Fee or Assessment of \$500.00 assessment for that particular Lot shall be payable to Harleston Green TownHome Association, Inc., a South Carolina non-profit corporation, by the Purchaser of the lot to help defray Administration expenses associated with such transfer. This special assessment shall have the same attributes as the other assessments, namely that it shall be a lien on the property and the Harleston Green TownHome Association, Inc., a South Carolina non-profit corporation, shall have the right to collect this assessment by bringing an action against the owner or foreclosing the lien against the property

Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

All other provisions of the Declaration of Covenants, Conditions and Restrictions for Harleston Green as amended by the First Amended Declaration of Covenants, Conditions and Restrictions for Harleston Green shall remain the same.

JAN. 29. 2007 3:23PM

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NO. 733 P. 2

IN WITNESS whereof, the undersigned have set their hands and seals this 30 day of March, 2007

Witness

Michelle Trela
Owner of 7 Aston Place, Lot 151

Chelroy Anderson
Witness

Diane Sodaro
Diane Sodaro
Owner of 7 Aston Place, Lot 151

Robert Thompson
Witness

David Sodaro
David Sodaro
Owner of 7 Aston Place, Lot 151

STATE OF SOUTH CAROLINA / Connecticut
COUNTY OF CHARLESTON / Hartford

ACKNOWLEDGMENT

THE foregoing instrument was acknowledged before me this 30th day of March, 2007 by Michelle Trela, Diane Sodaro, and David Sodaro.

SUBSCRIBED AND SWORN TO
Before me this the 3rd day of April, 2006 / 2007

Lori Heath
Notary Public for South Carolina / Connecticut
My Commission Expires: 3/31/09

LORI HEATH
NOTARY PUBLIC
My Commission Expires 3/31/09



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June 23, 2008
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Charlle Lybrand, Register
Charleston County, SC

JV
Filed By: *[Signature]*

Dodds & Hennessy, L.L.P.
Attorneys at Law
P.O. Box 298
Charleston SC 29402

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30

DESCRIPTION	AMOUNT
MISC/AMEND/DECL	\$ 35.00
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