

OK S36IPG297

Upon recording, please return to:

Please cross-reference to Declaration recorded at: Book C297
Page 282

The TOn Company
Attn: Joseph E. Barnes
159 Civitas Street
Mt Pleasant, SC 29464

ABOVE SPACE FOR RECORDER'S USE

SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR

TON

THIS AMENDMENT is made this 4th day of January, 2001.

WITNESSETH

WHEREAS, The IOn Company, LLC, a South Carolina limited liability company ("Founder"), executed that Declaration of Covenants, Conditions and Restrictions for IOn which was recorded on February 9, 1998 in Book C297, at Page 282, *et seq.*, in the Office of Mesne Conveyances for Charleston County, South Carolina, which instrument was previously amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions recorded on May 10, 2000 in Book H347, at Page 655, *et seq.* (as amended, the "Declaration"); and

WHEREAS, the Declaration has been supplemented to submit additional property to its terms by certain Declarations of Annexation recorded in the Office of Mesne Conveyances for Charleston County, South Carolina as follows:

Recording Date	Book	Page
7/22/98	K307	360
8/04/98	E308	752
3/04/99	R321	376
5/03/99	P325	334
1 i/05/99	G337	182
1/18/00	B341	477

WHEREAS, pursuant to Section 9-107 of the Declaration, for a period of five years after the date on which the Declaration was recorded, the Founder has the right to amend the Declaration to comply with applicable law and for such other purposes as do not materially adversely affect the title to any Lot or the rights specifically granted to Titieholders under the Declaration; and

WHEREAS, the Founder desires to amend the Declaration for the purpose of complying with certain requirements imposed by the Commissioners of Public Works of the Town of Mount Pleasant; and

WHEREAS, this amendment does not materially adversely affect the title to any Lot or the rights specifically granted to Titieholders under the **Declaration**;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Exhibit D, I'On Civil Code, is amended by adding the following new section:

D-106 Fences and Hedges. No person shall construct or install a fence, hedge or similar structure on any Lot in such a location or manner as to interfere with or obstruct access to **utility** meters or sewer cleanouts on the Lot by any utility company or public works employees or agents. In the event of a violation of this **provision**, the **Founder**, the **Association**, the Commissioners of Public Works of the Town of Mount Pleasant, or the affected utility company shall be entitled to enter upon the Lot and remove the fence, hedge, or other obstruction and recover all costs incurred from the owner of the Lot.

2.

Article III, Standards of Use, Conduct and Maintenance, §3-104 [Maintenance and Repair of Real Property J, is amended to read as follows:

Each **Titleholder** shall be responsible for maintaining such Titleholder's Real Property in a clean and attractive condition and in good order and repair. Such maintenance shall include, without limitation, maintenance of any water and sewer lines or laterals that serve only such Titleholder's Real Property. In the event a structure sustains damage clearly visible from the exterior, its Titleholder shall repair or reconstruct the structure in accordance with its appearance prior to damage unless the Assembly agrees to the contrary. The **repair** or reconstruction shall be accomplished within 90 days of the damage unless the Assembly grants a waiver based upon a finding of hardship. Should a Titleholder not conform to these provisions, the Assembly may accomplish necessary maintenance, repairs or reconstruction according to its best **judgment**, and levy an assessment upon the Titleholder for the costs involved.

3.

Except as expressly set forth in this Amendment, the Declaration shall remain in full force and effect.

[continued on next page]

IN WITNESS WHEREOF, Founder and the undersigned Owner have set their hands and seals as of the date first above written.

FOUNDER: THE I'ON COMPANY, LLC, a South Carolina limited liability company

BY: [Signature]
Joseph E. Barnes, its manager

WITNESSES:

[Signature]
[Signature]

STATE OF SOUTH CAROLINA

CHARLESTON COUNTY

PERSONALLY appeared before me the undersigned witness and made the oath that (s)he saw the ~~within-named~~ THE I'ON COMPANY, LLC, a South Carolina limited liability company, by Joseph E. Barnes, its manager, sign, seal and deliver the within **instrument**, and that (s)he with the other witness above subscribed, witnessed the execution thereof.

[Signature]

Sworn to before me this 4th day
of January, 2000:

[Signature]
Notary Public for the State of South Carolina

My commission expires: 3/2/09

Noody Law Firm

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

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