Prepared by and return to:

Bird, Cofield & Moise, LLC 15 Clark's Summit Drive P.O. Box 2474 Bluffton, SC 29910

STATE OF SOUTH CAROLINA	CECOND AMERICANE NO THE
STATE OF SOUTH CAROLINA	SECOND AMENDMENT TO THEDECLARATION OF COVENANTS,
COUNTY OF JASPER	CONDITIONS AND RESTRICTIONS FOR HEARTHSTONE LAKES
executed this _ 2 / ₆ day of _ Tune partnership (hereinafter referred to as	JENT TO THE DECLARATION (the "Amendment") is ,2013, by Forino Co., L.P., a Pennsylvania limited "Declarant"), to amend certain provisions of the Declaration of ons for Jasper Commons, recorded in the Jasper County Records r the "Covenants");
Class "B" Member, the Covenants ma Declarant if such amendment is dee amendment shall not in Declarant's s	i) of the Covenants provides that so long as Declarant is the by be amended unilaterally at any time and from time to time by med necessary or desirable by Declarant, provided any such sole opinion materially adversely affect any existing Owner's naterially adversely affect the title to any Owner's Homesite or
WHEREAS, the Declarant is Covenants; and	the sole Class "B" Member as defined in Section 4.3(b) of the
WHEREAS, the Declarant has provisions in the Covenants.	ad determined that it is necessary and desirable to amend certain
NOW, THEREFORE, the D	Declarant does hereby declare the following:
A. That effective amended as hereinafter provided:	the <u>46</u> day of <u>Tone</u> , 2013, the Declaration is
1. Section with new Section 6.34 that reads as f	6.34 shall be deleted in its entirety and in its stead replaced ollows:
Section 6.34.	Animals. No animals, livestock, birds or poultry of any kind

shall be raised, bred, kept or pastured on the Property, provided that a reasonable number of generally recognized household pets such as a dog and a cat may be kept in a Dwelling Unit subject to the rules and regulations of the Company. In order to preserve the aesthetic qualities of the Property and the surrounding property of the Company, to maintain sanitary conditions on the

Property, to prevent the spread of worms and infectious diseases on the Property, and to maintain a proper respect for other Property Owners and users of the Property, each person that keeps a pet within the Property shall abide by the following restrictions, conditions, and affirmative obligations and any other supplemental or additional rules and regulations promulgated by the Company:

- (a) No pets may be kept, bred, or maintained for any commercial purpose.
- (b) The owner of a pet will not allow the pet to roam unattended on the Property, it being the responsibility of each pet owner to either leash or otherwise physically restrain their pets or, retain other suitable control while the pets are out of doors. The pet owners shall also be required to promptly clean up after their pets following any out of doors activity.
- (c) The pet owner shall muzzle any pet which consistently barks or makes noises which might be reasonably expected to disturb other Property Owners or the Members of the Company. Any pet that makes an unreasonable amount of noise or becomes a nuisance may be ordered removed by the Association.
- (d) The owner of a pet shall not leave the pet unattended for any period longer than normal care and maintenance would permit and the area in which the pet is kept must be maintained at all times in a sanitary condition free of excessive odor.
- (e) Pets shall only be allowed on the Common Property or on property not owned by the Property Owner, in accordance with the rules and regulations of the Association.

Upon written request of any Property Owner, the Association may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular pet is a generally recognized house pet or whether a pet is a nuisance or dangerous species, and the Association shall have the right to require the owner of the particular pet to remove such pet from the Property if such pet is found to be a nuisance or to be in violation of these restrictions. The Association shall have the further right to fine any Property Owner for the violation of these pet restrictions by such Property Owner, his family, tenants, guests or invitees, and any Property Owner shall be liable to the Company for the cost or repair or any damage to any Hearthstone Lakes Community Property caused by the pet of such Property Owner, his family, tenants, guests or invitees or of any occupant of such Property Owner's Lot or Dwelling Unit. Any such fine or cost of repairs shall be considered an individual assessment pursuant to the provisions of Section 7.9 of these Covenants to which such Property Owner is subject.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed the day and year above first written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF	FORINO CO., L.P., a Pennsylvania limited partnership
Darbara Janal	By: Muth
Clew Hauptty	
COMMONWEALTH OF PENNSYLVANIA	\
COUNTY OF Buke) ACKNOWLEDGMENT)
I, the undersigned Notary Public, do hereb as of Forino Co., I behalf of the limited partnership personally appe execution of the foregoing instrument.	by certify that <u>Tonn G. Smith</u> , L.P., a Pennsylvania limited partnership, by and on eared before me this day and acknowledged the due
Witness my hand and official seal this	46 day of Tone, 2013.
	RY PUBLIC FOR PENNSYLVANIA nmission expires: 4.25.2017
	COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Eileen Hauptly, Notary Public S Heidelberg Twp, Berks County My commission expires April 25, 2017

BIRD, COFIELD & MOISE, LLC

ATTORNEYS AND COUNSELORS AT LAW

STEPHEN S. BIRD* MICHAEL E. COFIELD

15 CLARK'S SUMMIT DRIVE POST OFFICE BOX 2474 **BLUFFTON, SOUTH CAROLINA 29910** TELEPHONE (843) 815-3900 TELECOPIER (843) 815-3901

stevebird@sbirdlaw.com mcofield@sbirdlaw.com

* ALSO MEMBER: GA AND OH BAR

June 24, 2013

Via Email: ssweigart@forino.com

Mr. Scott L. Sweigart Forino Co., L.P. 555 Mountain Home Road Sinking Spring, PA 19608

Re:

Second Amendment

Dear Scott:

Please find attached the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Hearthstone Lakes. Please have John or Tony execute the document and have it appropriately notarized and witnessed and returned to me for recording. Once I have recorded it, I will send a copy of the recorded document to you.

Should you have any questions, please advise.

Very truly yours,

BIRD, COFIELD & MOISE, LLC

Stephen S. Bird

SSB/ceb Enclosure