

DEED 57--X PG 637

STATE OF SOUTH CAROLINA } AMENDMENT TO
COUNTY OF SPARTANBURG } DECLARATIONS OF COVENANTS
CONDITIONS AND RESTRICTIONS

THIS AMENDMENT IS MADE TO THE DECLARATION recorded in Deed Book 49-C at page 109, RMC Office for Spartanburg County, on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain property in Spartanburg County, State of South Carolina, which is more particularly described as:

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Spartanburg, containing 3.21 acres, more or less, as is more fully shown on a plat entitled "Wedgewood Townes, Section I, Phase I", prepared by Heaner Engineering Co., Inc., dated September 21, 1982 and recorded in the RMC Office for Spartanburg County on September 28, 1982 in Plat Book 88 at Page 182, and having such metes and bounds as shown in Exhibit "A", the same being incorporated herein by reference.

NOW, THEREFORE, Declarants hereby declare that all of the subject properties described above shall be subject to the following amendment to the above-referenced Declaration of Covenants, Conditions and Restrictions.

TO WIT:

ARTICLE V, Section 1. shall be amended as follows:

Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each lot owned within the properties, hereby covenant, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, and costs in excess of insurance proceeds, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time

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when the assessment fell due. Furthermore, the obligation for delinquent assessments shall pass to his successors in title.

Article V, Section 2, shall be amended as follows:

Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall be subject to a late fee equivalent to ten percent (10%) of the assessment. The assessment shall be due on the first day of each month with the late fee attaching after the fifteenth (15th) day of the month. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees incurred in connection with such an action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for any of the assessments provided for herein by non-use of the common area or abandonment of his lot.