## **DEE BK 150-C PG 434**

STATE OF SOUTH CAROLINA

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COUNTY OF SPARTANBURG ) EASEMENTS, CHARGES AND LIENS FOR <b>GENTRY PLACE</b>
This Amendment is made this <u>au</u> day of <u>Tanuar</u> , 20 <u>25</u> , by Albert Francis Development, LLC, a South Carolina Limited Liability Company (The "Developer,"), (hereinafter referred to as "Developer" and "Declarant").
WHEREAS, the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Gentry Place were recorded in Deed Book 121-N pages 285 to 362, Register of Deeds Office for Spartanburg County, South Carolina.
WHEREAS, under the terms and conditions of said Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Gentry Place reserved the right to amend said Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Gentry Place on page 42 Section 6.;
NOW, THEREFORE, The Developer, hereby changes <b>ARTICLE VI ASSESSMENTS</b> - <u>Section 1. ASSESSMENTS</u> (a) to read:
(a) Every Owner of any Lot or Lots within the Property, with the exception of the Developer and/or Builders who purchase lot(s) from the Developer, by acceptance of a deed to a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be personally obligated to pay to the Association the Assessments, the Association's collection fees, attorney's fees and court cost incurred in collecting the Assessments, or in enforcing or attempting to enforce the Declaration, By Laws and the Architectural Guidelines and Regulations established or amended from time to time by the Developer or the Board of Directors, When Empowered. The Developer and/or Builders who purchase lot(s) from the Developer are exempt from paying Regular Assessments or Assessments for Working Capital Fund.
NOW, THEREFORE, The Developer, hereby changes <b>ARTICLE VI ASSESSMENTS</b> - <u>Section 1. ASSESSMENTS</u> (f) to read:
(f) Upon conveyance of any Lot owned by the Developer to any third party, the Developer in its sole discretion may elect to delay imposition of any type of Assessment on the new Owner, in part or in full, for as long as Developer sees fit. The Developer, and any Builders who purchases lots from the Developer is exempt from paying Regular Assessments and Assessments for Working Capital Fund
NOW, THEREFORE, The Developer, hereby changes <b>Article VI ASSESSMENTS</b> - <u>Section 2. REGULAR</u> ASSESSMENTS (b) to read:

**AMENDMENT TO:** 

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,

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(b) The Developer or the Board of Directors of the Association, when empowered, shall at all

time fix the Regular Assessment based on the Association's budget for the period of the Regular Assessment. The amount of the Regular Assessment shall be uniform for each Lot except as set forth

herein and shall be assessed against all Lots at the time of the Assessment, with the exception of the Developer and/or any Builders who purchase lots from the Developer, who shall not be assessed.. The Developer or Board of Directors, When Empowered, shall once each ear create a budget and fix the date of commencement, the size, and number of installments, the method of determining the amount of all Regular Assessments against each Owner of a Lot, except the Developer and/or any Builder who purchases lot(s) from the Developer shall not pay Assessments, and shall, at that time, prepare a roster of the Owners and the Assessments applicable thereto. The roster shall be kept in the office of the Association and shall be opened to inspection by any Owner. If the Developer or the Board of Directors, when empowered, fails to set a Regular Assessment, then the previous Assessment or the previous installment schedule shall continue until the Regular Assessment is set. A copy of the Budget or any amended budget and written notice of the Regular Assessment and adjustment thereof, shall be sent to every Owner subject thereto, identifying the amount(s), due date(s), and the address to which payments are to be sent, at least thirty (30) days in advance of the due date of the first (or only) installment of each Regular Assessment. Until one hundred (100%) percent of the Dwellings permitted by the Master Plan have certificates of occupancy issued thereon and have been conveyed to owners other than builders holding title for purposes of development and sale, the Developer shall have the option of approval of any portion of the budget.

NOW, THEREFORE, The Developer, hereby changes **ARTICLE VI\_ASSESSMENTS - Section 2. REGULAR ASSESSMENTS (d)** to read:

(d) Until one hundred (100%) percent of the Dwellings permitted by the Master Plan have certificates of occupancy issued thereon and have been conveyed to Owners other than the Developer or builders holding title for purposes of development and sale, The Developer and/or any Builder who purchases Lot(s) from the Developer is exempt from paying Regular Assessments and/or Assessments for Working Capital. Any expenses of the Association paid by and any advances paid to the Association by the Developer shall be considered a loan to the Association, repayable under terms established by the Developer, and which are reasonably acceptable to the Board of Directors.

NOW, THEREFORE, The Developer, hereby changes **ARTILCE VI ASSESSMENTS** <u>Section 2. REGULAR</u> <u>ASSESSMENTS (e)</u> to read:

(e)	The Developer and/or any Builder who p	urchases Lot(s) from the Developer are exempt
from paying	ng Regular Assessments and/or Assessmen	ts for Working Capital.

NOW, THEREFORE, ARTICLE VI ASSESSMENTS Section 5. ASSESSMENTS FOR WORKING CAPITAL FUND states that the amount of the working capital fund may be modified by the Developer in it sole discretion. The Developer changes the amount of the Working Capital Assessment from \$150 to \$50 per lot upon the execution of this document. All other verbiage in Section 5 remains unchanged.

NOW, THEREFORE, The Developer, hereby changes **ARTILCE VI ASSESSMENTS** <u>Section 8. EXEMPT</u> <u>PROPERTY</u> to read: The following properties subject to this Declaration shall be exempt from the dues, Assessments, charges, and liens created herein: (a) All Common Area, as defined in Article 1, Section 1 hereof and (b) streets and road rights of way and (c) any lots owned by the Developer and/or Builder who purchased lot(s) from the Developer. Notwithstanding any provision herein, no other lots shall be exempt from said liens.

IN WITNESS WHEREOF, the undersigned ha	s set its hand and seal on this $\frac{\it 24tk}{\it c}$ day of
January, 2025.	<del></del>
SIGNED, sealed and delivered in the presence of:	
Cluster Verce	By: Parser County Morbs
First Witness	Parker Champion – Albert Francis Development, LLC
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Witness (Notary)	
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Eliza Vence	By: / (Moning ) he hiden be
First Witness	Manning Lynch- Albert Francis Development, LLC
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Witness (Notary)	
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notary Public for appeared the undersigned witness and made oath	South Carolina, Do hereby certify that personally
	of Albert Francis Development, LLC sign, seal and as
its act and deed deliver the within Amendment to t	he Declaration of Covenants, Conditions,
Restrictions, Easements, Charges and Liens for Gent	ry Place, and that (s)he with the other witness
subscribed above witnessed the execution thereof.	To 2/
Witness my hand and official seal this the $24\%$ da	of January, 2025.
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Notary Public for South Carolina	Connie B. Yeary Notary Public
My commission expires: 8-20-31	Spartanburg County South Carolina
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