

STATE OF SOUTH CAROLINA) AMENDMENT OF THE PROTECTIVE
) COVENANTS, RESTRICTIONS AND
COUNTY OF SPARTANBURG) CONDITIONS OF

THE COTTAGES AT TURTLE CREEK
(Deed Book 84-G, Page 353)

WHEREAS, Wentworth Development, LLC imposed certain Protective Covenants, Restrictions and Conditions on **THE COTTAGES AT TURTLE CREEK**, by instrument dated October 28, 2005 and recorded October 28, 2005 in Deed Book **84-G** Page **353**, as amended in Deed Book **84-G** Page **380**, in the Register of Deeds Office for Spartanburg County, South Carolina; and

WHEREAS, the property covered by such Covenants and Restrictions is more particularly shown on a plat made for **Wentworth Development, LLC** for **THE COTTAGES AT TURTLE CREEK SUBDIVISION (A PATIO HOME COMMUNITY)** as dated July 12, 2005 and recorded September 27, 2005 in Plat Book **158** at Page **651**, in said Register of Deeds Office; and

WHEREAS, the developer and existing lot owners of such property now desire to amend and extend such Covenants and Restrictions; and

WHEREAS, Article VIII of the Restrictive Covenants paragraph 2 allow for the amendment of said restrictive covenants by the majority of votes cast at a Homeowners Association meeting; and

WHEREAS, The Homeowners Association held a dully called meeting on August 11, 2009; and

WHEREAS, the amendment of the Restrictive Covenants as set forth below was unanimously approved by the homeowners in attendance at the Homeowners Association meeting, as is set forth in the minutes and signature page attached hereto as an exhibit; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the developer on behalf of the homeowners of the above property does hereby amend the Protective Covenants, Restrictions and Conditions of The Cottages at Turtle Creek, dated October 28, 2005 and recorded October 28, 2005 in Deed Book **83-G** at Page **353**, Register of Deeds Office for Spartanburg County, South Carolina, as follows:

1. Paragraph 6 is of Article I Limitations is hereby deleted in its entirety.
2. All remaining paragraphs contained within said Article are deemed renumbered as appropriate.
3. That portion of Paragraph 40 of Article I entitled "Monthly Lawn and Trash Dues" is hereby deleted in its entirety.

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Dorothy Earle, Register



4. Article IV entitled "COVENANTS FOR ASSESSMENTS" paragraph 1(a) is hereby amended to read as follows:
 1. Annual assessments.
 - a. Subject to the terms of this Article, each Lot in the Property is hereby subjected to an annual assessment which assessment will be paid by the Homeowners within the Property (and any area annexed under the jurisdiction of the Association). Payment of such assessment will be made in advance in monthly, quarterly, or annual installments with the due dates being established by the Board of Directors.
5. In all other aspects Article IV remains unchanged.
6. All Articles, with all paragraphs and subparagraphs not specifically amended as set forth herein shall remain in unchanged and in full force and effect.

DEC 97

TPG 643

January 2011

WITNESS our hands and seals this 24 day of ~~December 2010~~

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WENTWORTH DEVELOPMENT LLC

By: [Signature]
Title: owner

[Signature]
Witness #1

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT
S.C. Code 30-5-30
(Effective January 1, 1995)

I, S. FRANK ADAMS, a Notary Public for the State of South Carolina, do hereby certify that **WENTWORTH DEVELOPMENT LLC** title: OWNER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 24th day of ~~December 2010~~ JANUARY 2011

[Signature] (SEAL)
Notary Public for South Carolina
My commission expires:

My Commission Expires 10-4-2017