

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)

DEE-2005-31766
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 Recording Fee: \$10.00 Documentary Stamps: \$0.00
 Office of Register of Deeds, Spartanburg, S.C.
 Stephen Ford, Register



**FIRST AMENDMENT TO DECLARATION OF
 PROTECTIVE COVENANTS FOR
 GLENLAKE SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR GLENLAKE SUBDIVISION is made as of the date set forth on the signature page hereof by **Four Bees, Inc.**, a South Carolina corporation, (herein referred to sometimes as "Four Bees" and sometimes as "Declarant") and **Poinsett Homes, LLC**, a South Carolina limited liability company, (herein referred to sometimes as "Poinsett Homes").

WITNESSETH:

WHEREAS, on March 31, 2005 the Declarant recorded that certain Declaration of Protective Covenants for Glenlake Subdivision in the Office of the Register of Deeds for Spartanburg County, South Carolina in Deed Book 82-R at Page 862, whereby certain property belonging to the Declarant was submitted to the terms and conditions of said Declaration of Protective Covenants for Glenlake Subdivision, as supplemented and amended by Supplementary Declaration of Protective Covenants, Conditions and Restrictions for Glenlake Subdivision, Phase 3'A' recorded in Deed Book 82-R at Page 926 (hereinafter sometimes referred, collectively, to as the "Declaration"); and

WHEREAS, pursuant to Article XV (General Provisions), Section 15.4 (Amendment) of the Declaration, Declarant desires to amend Article IV (Association Membership and Voting Rights), Section 4.1 (Nonprofit Corporation) to correct a scrivener's error,

NOW, THEREFORE, the Declaration of Protective Covenants for Glenlake Subdivision is hereby amended or supplemented as follows:

1. ARTICLE IV - ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

The provisions set forth in Article IV of the Declaration are incorporated herein by reference and amended or supplemented as follows: The first sentence of Section 4.1 (Nonprofit Corporation) is amended to delete the reference to "The Cove at Butler Springs Homeowners Association, Inc." and replace it with "Glenlake Upstate Homeowners Association, Inc."

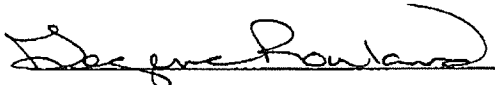
Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration of Protective Covenants for Glenlake Subdivision shall remain unchanged and in full force and effect.

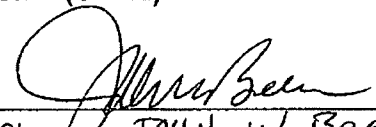
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IN WITNESS WHEREOF, the undersigned Declarant and Poinsett have executed this First Amendment by their duly authorized officers and members this 10th day of June, 2005.

Signed, Sealed and Delivered
in the presence of:

**FOUR BEES, INC., a South Carolina
corporation (SEAL)**


Linda M. Belcher

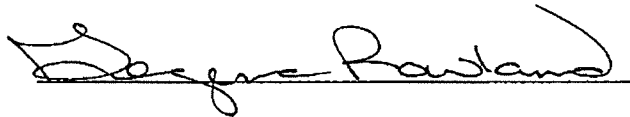
By: 
Print Name: JOHN W BEESON
Its: President

By: _____
Print Name: _____
Its: _____

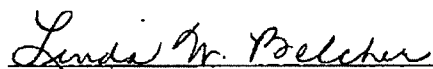
STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me, the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named **FOUR BEES, INC.** by John W. Beeson, its President, sign, seal and as its act and deed, deliver the foregoing First Amendment to Declaration; and that (s)he with, the other witness, witnessed the execution thereof.



Sworn to before me this 10th
day of June, 2005.

 (L.S.)
Notary Public For South Carolina
My Commission expires: 02/10/07

IN WITNESS WHEREOF, the undersigned Declarant and Poinsett have executed this First Amendment by their duly authorized officers and members this 10th day of JUNE, 2005.

Signed, Sealed and Delivered
in the presence of:

**POINSETT HOMES, LLC, a South Carolina
limited liability company**

S. Graywell

By: Ted D. Smith (Seal)
Its: Member/Owner

Marcella F. Warens

S. Graywell

By: Ronald D. Taylor (Seal)
Its: Member/Owner

Marcella F. Warens

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared before me, the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named **POINSETT HOMES, LLC** by Ted D. Smith and Ronald D. Taylor, its Members/Owners, sign, seal and as its act and deed, deliver the foregoing First Amendment to Declaration; and that (s)he with, the other witness, witnessed the execution thereof.

S. Graywell

Sworn to before me this 10th
day of June, 2005.

Marcella F. Warens (L.S.)
Notary Public For South Carolina
My Commission expires: 9-28-09

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
PHASE NO. 2'A' GLENLAKE
SUBDIVISION
PLAT BOOK 158, PAGE 49

WHEREAS, the undersigned parties are the owners of record title to all lots shown on Plat of Phase No. 2'A' Glenlake Subdivision, prepared by Neil R. Phillips & Company, Inc., dated May 6, 2005 and recorded in Plat Book 158 at Page 49 in the Office of the Spartanburg County Register of Deeds; and

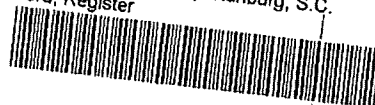
WHEREAS, said development is a new phase in the development of Glenlake Subdivision and the owners wish to submit all of said lots in Phase No. 2'A' Glenlake Subdivision to the Covenants, Conditions and Restrictions governing Glenlake Subdivision, Phase No. 1, as recorded in Deed Book 82-R at Page 862 in the Office of the Spartanburg County Register of Deeds and amended by First Amendment to Declaration of Protective Covenants for Glenlake Subdivision recorded in Deed Book 83-H at Page 27 in the Office of the Spartanburg County Register of Deeds,

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, their heirs, successors and assigns, the undersigned do hereby declare that all lots comprising Phase No. 2'A' Glenlake Subdivision as shown on Plat recorded in the Office of the Spartanburg County Register of Deeds in Plat Book 158 at Page 49, shall henceforth be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions for Glenlake Subdivision, Phase No. 1 as recorded in Deed Book 82-R at Page 862, and amended by First Amendment to Declaration of Protective Covenants for Glenlake Subdivision recorded in Deed Book 83-H at Page 27 in the Office of the Spartanburg County Register of Deeds.

Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration of Protective Covenants for Glenlake Subdivision shall remain unchanged and in full force and effect.

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Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



IN WITNESS WHEREOF, the undersigned company, through its duly authorized Officer, has caused this Declaration to be executed and its company seal to be affixed hereto this 10th day of August, 2005.

SIGNED, sealed and delivered
in the presence of:

Debra R. Rouse

Linda M. Belcher

FOUR BEES, INC. (Seal)

By: John W. Beeson, Sr., President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Four Bees, Inc., by its President, sign, seal and as its act and deed, deliver the within Declaration of Covenants, Conditions and Restrictions, and that (s)he, with other witness subscribed above witnessed the execution thereof.

SWORN to me this 10th
day of August, 2005.

Linda M. Belcher (SEAL)

Debra R. Rouse

Notary Public for South Carolina

My commission expires: 2/10/07

IN WITNESS WHEREOF, the undersigned company, through its duly authorized Member/Owner, has caused this Declaration to be executed and its company seal to be affixed hereto this 4th day of August, 2005.

SIGNED, sealed and delivered
in the presence of:

POINSETT HOMES, LLC (Seal)

S. Shaywell
Robin R. Hastings

By: *Ted D. Smith*
Ted D. Smith, Member/Owner

By: *Ronald D. Taylor*
Ronald D. Taylor, Member/Owner

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Poinsett Homes, LLC, by its Members/Owners, sign, seal and as its act and deed, deliver the within Declaration of Covenants, Conditions and Restrictions, and that (s)he, with other witness subscribed above witnessed the execution thereof.

SWORN to me this 4th
day of August 2005.

Robin R. Hastings (SEAL)
Notary Public for South Carolina
My commission expires: 10/2/08

S. Shaywell

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
PHASE NO. 3'B' GLENLAKE
SUBDIVISION
PLAT BOOK 158, PAGE 621

WHEREAS, the undersigned parties are the owners of record title to all lots shown on Plat of Phase No. 3'B' Glenlake Subdivision, prepared by Neil R. Phillips & Company, Inc., dated July 11, 2005 and recorded in Plat Book 158 at Page 621 in the Office of the Spartanburg County Register of Deeds; and

WHEREAS, said development is a new phase in the development of Glenlake Subdivision and the owners wish to submit all of said lots in Phase No. 3'B' Glenlake Subdivision to the Covenants, Conditions and Restrictions governing Glenlake Subdivision, Phase No. 1, as recorded in Deed Book 82-R at Page 862 in the Office of the Spartanburg County Register of Deeds and amended by First Amendment to Declaration of Protective Covenants for Glenlake Subdivision recorded in Deed Book 83-H at Page 27 in the Office of the Spartanburg County Register of Deeds,

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, their heirs, successors and assigns, the undersigned do hereby declare that all lots comprising Phase No. 3'B' Glenlake Subdivision as shown on Plat recorded in the Office of the Spartanburg County Register of Deeds in Plat Book 158 at Page 621, shall henceforth be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions for Glenlake Subdivision, Phase No. 1 as recorded in Deed Book 82-R at Page 862, and amended by First Amendment to Declaration of Protective Covenants for Glenlake Subdivision recorded in Deed Book 83-H at Page 27 in the Office of the Spartanburg County Register of Deeds.

Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration of Protective Covenants for Glenlake Subdivision shall remain unchanged and in full force and effect.

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Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



IN WITNESS WHEREOF, the undersigned company, through its duly authorized Officer, has caused this Declaration to be executed and its company seal to be affixed hereto this 19th day of September, 2005.

SIGNED, sealed and delivered
in the presence of:

Robi L. Hastings

FOUR BEES, INC.

(Seal)

By:

John W. Beeson, Sr., President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Four Bees, Inc., by its President, sign, seal and as its act and deed, deliver the within Declaration of Covenants, Conditions and Restrictions, and that (s)he, with other witness subscribed above witnessed the execution thereof.

SWORN to me this 19th
day of September 2005.

Robi L. Hastings (SEAL)
Notary Public for South Carolina
My commission expires: 9/10/08

S. Graywall

IN WITNESS WHEREOF, the undersigned company, through its duly authorized Member/Owner, has caused this Declaration to be executed and its company seal to be affixed hereto this 19th day of September, 2005.

SIGNED, sealed and delivered
in the presence of:

POINSETT HOMES, LLC (Seal)

S. Graywall
Robin Hastings

By: [Signature]
Ted D. Smith, Member/Owner

By: [Signature]
Ronald D. Taylor, Member/Owner

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Poinsett Homes, LLC, by its Members/Owners, sign, seal and as its act and deed, deliver the within Declaration of Covenants, Conditions and Restrictions, and that (s)he, with other witness subscribed above witnessed the execution thereof.

SWORN to me this 19th
day of September, 2005.

Robin Hastings (SEAL)
Notary Public for South Carolina
My commission expires: 10/12/08

S. Graywall

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
PHASE NO. 5 GLENLAKE
SUBDIVISION
PLAT BOOK 158, PAGE 622

WHEREAS, the undersigned parties are the owners of record title to all lots shown on Plat of Phase No. 5 Glenlake Subdivision, prepared by Neil R. Phillips & Company, Inc., dated July 14, 2005 and recorded in Plat Book 158 at Page 622 in the Office of the Spartanburg County Register of Deeds; and

WHEREAS, said development is a new phase in the development of Glenlake Subdivision and the owners wish to submit all of said lots in Phase No. 5 Glenlake Subdivision to the Covenants, Conditions and Restrictions governing Glenlake Subdivision, Phase No. 1, as recorded in Deed Book 82-R at Page 862 in the Office of the Spartanburg County Register of Deeds and amended by First Amendment to Declaration of Protective Covenants for Glenlake Subdivision recorded in Deed Book 83-H at Page 27 in the Office of the Spartanburg County Register of Deeds,

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, their heirs, successors and assigns, the undersigned do hereby declare that all lots comprising Phase No. 5 Glenlake Subdivision as shown on Plat recorded in the Office of the Spartanburg County Register of Deeds in Plat Book 158 at Page 622, shall henceforth be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions for Glenlake Subdivision, Phase No. 1 as recorded in Deed Book 82-R at Page 862, and amended by First Amendment to Declaration of Protective Covenants for Glenlake Subdivision recorded in Deed Book 83-H at Page 27 in the Office of the Spartanburg County Register of Deeds.

Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration of Protective Covenants for Glenlake Subdivision shall remain unchanged and in full force and effect.

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Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



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IN WITNESS WHEREOF, the undersigned company, through its duly authorized Officer, has caused this Declaration to be executed and its company seal to be affixed hereto this 10th day of November, 2005.

SIGNED, sealed and delivered
in the presence of:

[Signature]

Linda W. Belcher

FOUR BEES, INC.

(Seal)

By:

[Signature]
John W. Beeson, Sr., President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Four Bees, Inc., by its President, sign, seal and as its act and deed, deliver the within Declaration of Covenants, Conditions and Restrictions, and that (s)he, with other witness subscribed above witnessed the execution thereof.

SWORN to me this 10th
day of November, 2005.

Linda W. Belcher (SEAL)
Notary Public for South Carolina
My commission expires: 2/16/07

[Signature]

IN WITNESS WHEREOF, the undersigned company, through its duly authorized Member/Owner, has caused this Declaration to be executed and its company seal to be affixed hereto this 7th day of November, 2005.

SIGNED, sealed and delivered
in the presence of:

POINSETT HOMES, LLC (Seal)

S. Graywell
Robin Hastings

By: Ted D. Smith, Member/Owner

By: Ronald D. Taylor, Member/Owner

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Poinsett Homes, LLC, by its Members/Owners, sign, seal and as its act and deed, deliver the within Declaration of Covenants, Conditions and Restrictions, and that (s)he, with other witness subscribed above witnessed the execution thereof.

SWORN to me this 7th
day of November, 2005.

Robin Hastings (SEAL)
Notary Public for South Carolina
My commission expires 10/12/08

S. Graywell

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

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Recording Fee: \$12.00 Documentary Stamps: \$0.00
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Stephen Ford, Register



**SECOND AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS FOR
GLENLAKE SUBDIVISION**

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR GLENLAKE SUBDIVISION is made as of the latter date set forth on the signature page hereof by **Four Bees, Inc.**, a South Carolina corporation, (herein referred to sometimes as "Four Bees" and sometimes as "Declarant") and **Poinsett Homes, LLC**, a South Carolina limited liability company, (herein referred to sometimes as "Poinsett Homes").

WITNESSETH:

WHEREAS, on March 31, 2005 the Declarant recorded that certain Declaration of Protective Covenants for Glenlake Subdivision in the Office of the Register of Deeds for Spartanburg County, South Carolina in Deed Book 82-R at Page 862, whereby certain property belonging to the Declarant was submitted to the terms and conditions of said Declaration of Protective Covenants for Glenlake Subdivision, which Covenants were supplemented and amended by Supplementary Declaration of Protective Covenants, Conditions and Restrictions for Glenlake Subdivision, Phase 3'A' recorded in Deed Book 82-R at Page 926, and as amended by the First Amendment to Declaration of Protective Covenants for Glenlake Subdivision, which First Amendment was recorded in Deed Book 83-H at Page 27 (hereinafter sometimes referred to, collectively, as the "Declaration"); and

WHEREAS, pursuant to Article XV (General Provisions), Section 15.4 (Amendment) of the Declaration, Declarant desires to amend the Declaration as set forth herein to clarify the responsibilities of both the Association and the Owners of Lots upon which townhomes have been constructed, and to provide for the creation of a "Townhome Committee" with the powers and duties set forth herein,

NOW, THEREFORE, the Declaration of Protective Covenants for Glenlake Subdivision is hereby amended or supplemented as follows:

1. ARTICLE I - DEFINITIONS:

The definition of "**Neighborhood**" is revised by adding the words noted in italics to the last sentence:

If the Association provides benefits or services to less than all Lots within a particular Neighborhood, then prorated *or separate* assessments shall be levied against the benefited Lots to cover the expenses of such benefits or services.

2. ARTICLE IV - ASSOCIATION MEMBERSHIP AND VOTING RIGHTS:

Paragraph 4.1 (Nonprofit Corporation) is hereby deleted in its entirety and replaced with the following paragraph:

Glenlake Upstate Homeowners Association, Inc. is a nonprofit corporation organized under the laws of the State of South Carolina. The Association shall initially be managed by a Board of three Directors who need not be Members of the Association. Until the first annual meeting is held, the initial Board of Directors shall be John W. Beeson, Sr., John W. Beeson, Jr., and Ronald D. Taylor. After termination of the Declarant's rights to appoint directors and officers, the Association shall increase the size of the Board to five (5) Members and may, by majority vote of the Members, increase the size of the Board up to seven (7) Members. The initial mailing address of the Board shall be Post Office Box 27109, Greenville, South Carolina, 29616. Said Board shall be responsible for preparing the initial By-Laws of the Association and distributing the same to the Members thereof.

3. **ARTICLE V - ASSESSMENTS:**

Paragraph 5.1 (Purpose of Assessment) is hereby amended by deleting the second paragraph (which begins, "The Association shall charge...") in its entirety and replacing it with the following:

In addition, the Association shall charge reasonable fees to the Owners of Lots on which townhomes are constructed for not only their pro rata cost of maintaining the Common Areas in Glenlake, but also additional fees to cover all costs, including reserves, of the management and exterior maintenance of such townhome Residences and their respective grounds and the payment of hazard insurance premiums for the Townhome structures. These additional charges shall be sometimes referred to in this Declaration as "Townhome Assessments." Except as expressly provided otherwise in this Declaration, the use of the term "Assessments" and the provisions related thereto shall also apply to Townhome Assessments. Subsequent to the termination of Declarant's right to appoint directors and officers, the amount and expenditure of Townhome Assessments shall be determined by the Townhome Committee, as described in Article V of the Bylaws of the Association.

Paragraph 5.8 (Special Assessments) is hereby amended by adding the following paragraph:

With respect to those matters which pertain exclusively to the townhomes in the Community, the Townhome Committee may levy special assessments from time to time. Special assessments for townhomes must be approved at a meeting by two-thirds (2/3) of all Owners of townhome Lots. Special assessments shall be paid as determined by the Townhome Committee and the Townhome Committee may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4. **ARTICLE IX - INSURANCE AND CASUALTY LOSSES:**

Paragraph 9.1 (Insurance on Common Area) is hereby amended by making the existing language Subparagraph (a) and by adding Subparagraph (b) as noted below:

(a) The Board of Directors or the duly authorized agent of the Association shall have the authority to, and shall obtain, insurance for all insurable improvements whether or not located on the Common Area which the Association is obligated to maintain. This insurance shall provide, at a minimum fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement

cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

(b) The Board of Directors, or the duly authorized agent of the Association, shall have the authority to and shall obtain hazard insurance on the structure of any townhomes. The premiums for said insurance shall be paid out of the Townhome Assessments described elsewhere herein. Nothing in this Declaration shall be construed as creating an obligation of the Association to insure the contents, personal property, or interior of any townhome. After the appointment of the initial Townhome Committee and immediately prior to the termination of Declarant's right to appoint Directors and Officers, the Board of Directors shall delegate the responsibility and authority to obtain said insurance policy(ies) to the Townhome Committee. Any insurance proceeds received from such policy(ies) of insurance shall be deposited in the Townhome Account described in Article V of the Bylaws and dispersed according to the provisions of this Declaration and the Bylaws.

Paragraph 9.6 (Individual Insurance) is hereby amended by adding the words noted in italics to the first sentence:

By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner *other than the Owners of townhomes* acknowledges that the Association...

Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration of Protective Covenants for Glenlake Subdivision shall remain unchanged and in full force and effect.

[REST OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned Declarant and Poinsett have executed this Second Amendment by their duly authorized officers and members this 20th day of December, 2005.

Signed, Sealed and Delivered in the presence of:

FOUR BEES, INC., a South Carolina corporation (SEAL)

Deanne Rowland ✓

By: *John W. Beeson*
Print Name: John W. Beeson
Its: President

Linda W. Belcher ✓

By: _____
Print Name: _____
Its: _____

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) **PROBATE**

Personally appeared before me, the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named **FOUR BEES, INC.** by John W. Beeson, its President, sign, seal and as its act and deed, deliver the foregoing Second Amendment to Declaration; and that (s)he with, the other witness, witnessed the execution thereof.

Deanne Rowland

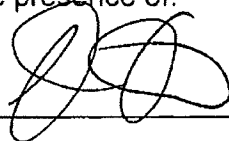
Sworn to before me this 20th day of December, 2005.

Linda W. Belcher (L.S.)
Notary Public For South Carolina
My Commission expires: 2/10/07

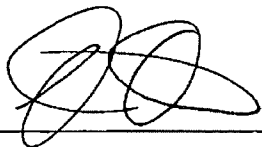
IN WITNESS WHEREOF, the undersigned Declarant and Poinsett have executed
this Second Amendment by their duly authorized officers and members this 9th day of

January, 2006

Signed, Sealed and Delivered
in the presence of:

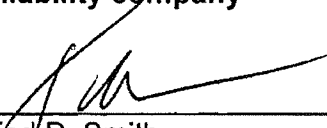


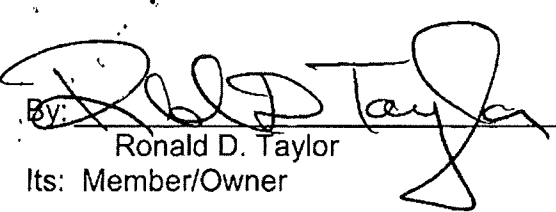
Maella F. Havana



Maella F. Havana

**POINSETT HOMES, LLC, a South Carolina
limited liability company**

By:  (Seal)
Ted D. Smith
Its: Member/Owner

By:  (Seal)
Ronald D. Taylor
Its: Member/Owner

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PROBATE

Personally appeared before me, the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named **POINSETT HOMES, LLC** by Ted D. Smith and Ronald D. Taylor, its Members/Owners, sign, seal and as its act and deed, deliver the foregoing Second Amendment to Declaration; and that (s)he with, the other witness, witnessed the execution thereof.



Sworn to before me this 9th
day of January, 2006.

Maella F. Havana (L.S.)

Notary Public For South Carolina

My Commission expires: 9/28/09

DEED 85A - PG 314

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

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Recording Fee: \$12.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S C
Stephen Ford, Register



CORRECTED
SECOND AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS FOR
GLENLAKE SUBDIVISION

THIS CORRECTED SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR GLENLAKE SUBDIVISION is made as of the latter date set forth on the signature page hereof by **Four Bees, Inc.**, a South Carolina corporation, (herein referred to sometimes as "Four Bees" and sometimes as "Declarant") and **Poinsett Homes, LLC**, a South Carolina limited liability company, (herein referred to sometimes as "Poinsett Homes").

WITNESSETH:

WHEREAS, on March 31, 2005 the Declarant recorded that certain Declaration of Protective Covenants for Glenlake Subdivision in the Office of the Register of Deeds for Spartanburg County, South Carolina in Deed Book 82-R at Page 862, whereby certain property belonging to the Declarant was submitted to the terms and conditions of said Declaration of Protective Covenants for Glenlake Subdivision, which Covenants were supplemented and amended by Supplementary Declaration of Protective Covenants, Conditions and Restrictions for Glenlake Subdivision, Phase 3'A' recorded in Deed Book 82-R at Page 926, and as amended by the First Amendment to Declaration of Protective Covenants for Glenlake Subdivision, which First Amendment was recorded in Deed Book 83-H at Page 27, which Covenants were further supplemented and/or amended by the

following: (i) Declaration of Covenants, Conditions and Restrictions for Phase No. 2'A' Glenlake Subdivision recorded in Deed Book 83-Z at Page 622, (ii) Declaration of Covenants, Conditions and Restrictions for Phase No. 3'B' Glenlake Subdivision recorded in Deed Book 83-Z at Page 625, and (iii) Declaration of Covenants, Conditions and Restrictions for Phase No. 5 Glenlake Subdivision recorded in Deed Book 84-L at Page 25 (hereinafter sometimes referred to, collectively, as the "Declaration"); and

WHEREAS, pursuant to Article XV (General Provisions), Section 15.4 (Amendment) of the Declaration, Declarant desires to amend the Declaration as set forth herein to clarify the responsibilities of both the Association and the Owners of Lots upon which townhomes have been constructed, and to provide for the creation of a "Townhome Committee" with the powers and duties set forth herein,

NOW, THEREFORE, the Declaration of Protective Covenants for Glenlake Subdivision is hereby amended or supplemented as follows:

1. ARTICLE I - DEFINITIONS:

The definition of "**Neighborhood**" is revised by adding the words noted in italics to the last sentence:

If the Association provides benefits or services to less than all Lots within a particular Neighborhood, then prorated *or separate* assessments shall be levied against the benefited Lots to cover the expenses of such benefits or services.

2. ARTICLE IV - ASSOCIATION MEMBERSHIP AND VOTING RIGHTS:

Paragraph 4.1 (Nonprofit Corporation) is hereby deleted in its entirety and replaced with the following paragraph:

Glenlake Upstate Homeowners Association, Inc. is a nonprofit corporation organized under the laws of the State of South Carolina. The Association shall initially be managed by a Board of three Directors who need not be

Members of the Association. Until the first annual meeting is held, the initial Board of Directors shall be John W. Beeson, Sr., John W. Beeson, Jr., and Ronald D. Taylor. After termination of the Declarant's rights to appoint directors and officers, the Association shall increase the size of the Board to five (5) Members and may, by majority vote of the Members, increase the size of the Board up to seven (7) Members. The initial mailing address of the Board shall be Post Office Box 27109, Greenville, South Carolina, 29616. Said Board shall be responsible for preparing the initial By-Laws of the Association and distributing the same to the Members thereof.

3. ARTICLE V - ASSESSMENTS:

Paragraph 5.1 (Purpose of Assessment) is hereby amended by deleting the second paragraph (which begins, "The Association shall charge...") in its entirety and replacing it with the following:

In addition, the Association shall charge reasonable fees to the Owners of Lots on which townhomes are constructed for not only their pro rata cost of maintaining the Common Areas in Glenlake, but also additional fees to cover all costs, including reserves, of the management and exterior maintenance of such townhome Residences and their respective grounds and the payment of hazard insurance premiums for the Townhome structures. These additional charges shall be sometimes referred to in this Declaration as "Townhome Assessments." Except as expressly provided otherwise in this Declaration, the use of the term "Assessments" and the provisions related thereto shall also apply to Townhome Assessments. Subsequent to the termination of Declarant's right to appoint directors and officers, the amount and expenditure of Townhome Assessments shall be determined by the Townhome Committee, as described in Article V of the Bylaws of the Association.

Paragraph 5.8 (Special Assessments) is hereby amended by adding the following paragraph:

With respect to those matters which pertain exclusively to the townhomes in the Community, the Townhome Committee may levy special assessments from time to time. Special assessments for townhomes must be approved at a meeting by two-thirds (2/3) of all Owners of townhome Lots. Special assessments shall be paid as determined by the Townhome Committee and the Townhome Committee may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4. **ARTICLE IX - INSURANCE AND CASUALTY LOSSES:**

Paragraph 9.1 (Insurance on Common Area) is hereby amended by making the existing language Subparagraph (a) and by adding Subparagraph (b) as noted below:

(a) The Board of Directors or the duly authorized agent of the Association shall have the authority to, and shall obtain, insurance for all insurable improvements whether or not located on the Common Area which the Association is obligated to maintain. This insurance shall provide, at a minimum fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

(b) The Board of Directors, or the duly authorized agent of the Association, shall have the authority to and shall obtain hazard insurance on the structure of any townhomes. The premiums for said insurance shall be paid out of the Townhome Assessments described elsewhere herein. Nothing in this Declaration shall be construed as creating an obligation of the Association to insure the contents, personal property, or interior of any townhome. After the appointment of the initial Townhome Committee and immediately prior to the termination of Declarant's right to appoint Directors and Officers, the Board of Directors shall delegate the responsibility and authority to obtain said insurance policy(ies) to the Townhome Committee. Any insurance proceeds received from such policy(ies) of insurance shall be deposited in the Townhome Account described in Article V of the Bylaws and dispersed according to the provisions of this Declaration and the Bylaws.

Paragraph 9.6 (Individual Insurance) is hereby amended by adding the words noted in *italics* to the first sentence:

By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner *other than the Owners of townhomes* acknowledges that the Association...

Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration of Protective Covenants for Glenlake Subdivision shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant and Poinsett have executed this Second Amendment by their duly authorized officers and members this 30 day of January, 2006.

Signed, Sealed and Delivered in the presence of:

FOUR BEES, INC., a South Carolina corporation (SEAL)

[Signature]
Linda W. Belcher

By: [Signature]
Print Name: JOHN W BEESON
Its: President

By: _____
Print Name: _____
Its: _____

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) **PROBATE**

Personally appeared before me, the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named **FOUR BEES, INC.** by John W. Beeson, its President, sign, seal and as its act and deed, deliver the foregoing Second Amendment to Declaration; and that (s)he with, the other witness, witnessed the execution thereof.

[Signature]

Sworn to before me this 30 day of January, 2006.

Linda W. Belcher (L.S.)
Notary Public For South Carolina
My Commission expires: 2/10/07

IN WITNESS WHEREOF, the undersigned Declarant and Poinsett have executed this Second Amendment by their duly authorized officers and members this 20th day of

January, 2006.

Signed, Sealed and Delivered
in the presence of:

**POINSETT HOMES, LLC, a South Carolina
limited liability company**

S. Graywall
Robin Hastings

By: Ted D. Smith (Seal)
Its: Member/Owner

S. Graywall
Robin Hastings

By: Ronald D. Taylor (Seal)
Its: Member/Owner

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared before me, the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named **POINSETT HOMES, LLC** by Ted D. Smith and Ronald D. Taylor, its Members/Owners, sign, seal and as its act and deed, deliver the foregoing Second Amendment to Declaration; and that (s)he with, the other witness, witnessed the execution thereof.

Sworn to before me this 20th
day of January, 2006
Robin Hastings (L.S.)
Notary Public For South Carolina
My Commission expires 10/12/08

S. Graywall

DEED 86-N PG 898

DEE-2006-46312
Recorded 2 Pages on 6/24/2006 2:44:29 PM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
PHASE NO. 4'A' GLENLAKE
SUBDIVISION
PLAT BOOK 160, PAGE 107

WHEREAS, the undersigned parties are the owners of record title to all lots shown on Plat of Phase No. 4'A' Glenlake Subdivision, prepared by Neil R. Phillips & Company, Inc., dated June 6, 2006 and recorded in Plat Book 160 at Page 107 in the Office of the Spartanburg County Register of Deeds; and

WHEREAS, said development is a new phase in the development of Glenlake Subdivision and the owners wish to submit all of said lots in Phase No. 4'A' Glenlake Subdivision to the Covenants, Conditions and Restrictions governing Glenlake Subdivision, Phase No. 1, as recorded in Deed Book 82-R at Page 862 in the Office of the Spartanburg County Register of Deeds and amended by First Amendment to Declaration of Protective Covenants for Glenlake Subdivision recorded in Deed Book 83-H at Page 27 in the Office of the Spartanburg County Register of Deeds,

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, their heirs, successors and assigns, the undersigned do hereby declare that all lots comprising Phase No. 4'A' Glenlake Subdivision as shown on Plat recorded in the Office of the Spartanburg County Register of Deeds in Plat Book 160 at Page 107, shall henceforth be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions for Glenlake Subdivision, Phase No. 1 as recorded in Deed Book 82-R at Page 862, and amended by First Amendment to Declaration of Protective Covenants for Glenlake Subdivision recorded in Deed Book 83-H at Page 27 in the Office of the Spartanburg County Register of Deeds.

Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration of Protective Covenants for Glenlake Subdivision shall remain unchanged and in full force and effect.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned company, through its duly authorized Officer, has caused this Declaration to be executed and its company seal to be affixed hereto this 21 day of August, 2006.

SIGNED, sealed and delivered
in the presence of:

Deanne Rowland

Linda W. Pelcher

FOUR BEES, INC.

(Seal)

By:

John W. Beeson, Sr.
John W. Beeson, Sr., President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Four Bees, Inc., by its President, sign, seal and as its act and deed, deliver the within Declaration of Covenants, Conditions and Restrictions, and that (s)he, with other witness subscribed above witnessed the execution thereof.

SWORN to me this 21
day of August, 2006.

Linda W. Pelcher (SEAL)
Notary Public for South Carolina
My commission expires: 2/10/07

Deanne Rowland

WHEREAS, the Original Declaration was later amended by a First Amendment recorded on June 22, 2005 at Deed Book 83-H, Page 27, a Second Amendment recorded on January 18, 2006 at Deed Book 84-W, Page 644, and Corrected Second Amendment recorded February 6, 2006 at Deed Book 85-A, Page 314. The Original Declaration, the Supplemental Declaration, and all amendments thereto shall be collectively referred to herein as the "Declaration"; and

WHEREAS, Phase 3'B' of Glenlake Subdivision was subjected to the Original Declaration by Declaration of Covenants, Conditions and Restrictions for Phase 3'B' recorded on September 22, 2005 at Deed Book 83-Z, Page 625; and

WHEREAS, Declarant now desires to also subject certain portions of Glenlake Subdivision Phase 3'B' to certain supplemental covenants, conditions and restrictions and to create an additional group of Lots within Glenlake Subdivision as a Neighborhood, as defined in the Declaration; and

WHEREAS, pursuant to Article XV (General Provisions), Section 15.4 (Amendment) of the Declaration, Declarant desires to amend the Declaration as set forth herein to clarify the responsibilities of both the Association and the Owners of Lots upon which detached single-family homes with lawn maintenance have been constructed, and to provide for the creation of a "Maintained Single-Family Committee" with the powers and duties set forth herein,

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

1. ARTICLE I – DEFINITIONS:

The definition of "**Property**" is revised by adding that certain real property described in **Exhibit "A"** to this Third Amendment and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation. The Lots described on Exhibit "A" shall be developed as Maintained Single-Family Homes and shall be subject to all provisions of the Declaration pertaining to Maintained Single-Family Homes.

The definition of "**Maintained Single-Family Homes**" is hereby added to the Declaration as follows:

"Maintained Single-Family Homes" shall mean any and all Lots within the Community or annexed into the Community developed with detached single-family homes upon which the Association provides yard and exterior grounds maintenance. Such Lots containing Maintained Single-Family Homes shall be subject to all special provisions of the Declaration pertaining to Maintained Single-Family Homes and special Assessments pertaining to Maintained Single-Family Homes.

2. **ARTICLE V – ASSESSMENTS:**

Paragraph 5.1 (Purpose of Assessment) is hereby amended by adding the following third paragraph:

Furthermore, the Association shall charge reasonable fees to the Owners of Lots on which Maintained Single-Family Homes are constructed for not only their pro rata cost of maintaining the Common Areas in Glenlake, but also additional fees to cover all costs, including reserves, of the yard and exterior grounds maintenance of their Residences. These additional charges shall be sometimes referred to in this Declaration as "Maintained Single-Family Home Assessments." Except as expressly provided otherwise in this Declaration, the use of the term "Assessments" and the provisions related thereto shall also apply to Maintained Single-Family Home Assessments. The amount and expenditure of Maintained Single-Family Home Assessments shall be determined by the Declarant until such time as Declarant no longer owns any Maintained Single-Family Home Lot or until such time as Declarant creates a Maintained Single-Family Home Committee pursuant to Article V of the Bylaws of the Association.

Paragraph 5.8 (Special Assessments) is hereby amended by adding the following paragraph:

With respect to those matters which pertain exclusively to the Maintained Single-Family Homes in the Community, the Maintained Single-Family Home Committee may levy special assessments from time to time. Special Assessments

for maintained single-family homes must be approved at a meeting by two-thirds (2/3) of all Owners of Maintained Single-Family Home Lots. Special assessments shall be paid as determined by the Maintained Single-Family Home Committee and the Maintained Single-Family Home Committee may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

3. ARTICLE VI – Maintenance and Conveyance of Common Areas to Association

Paragraph 6.1 (Association's Responsibility) is hereby amended by adding the following subparagraphs:

(i) As to Lots upon which Maintained Single-Family Homes are constructed, in addition to the maintenance of the Common Area and the Exclusive Common Area, the Association shall provide yard and exterior grounds maintenance including trees, shrubs, mulched areas and grass. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Maintained Single-Family Home Lot in Glenlake at reasonable times to perform such maintenance. All costs associated with such maintenance shall be the exclusive and sole responsibility of the Owners of the Maintained Single-Family Home Lots in the Community and shall be collected from said Owners as assessments thereon as provided for herein and in Article V of the Declaration.

(j) As to Lots upon which Maintained Single-Family Homes are constructed, Owners may fence in or screen their decks or patio areas; however, any Owner who fences or screens such areas shall first obtain the written approval of the Association. The Owners of such Lots shall not plant any vegetation in the front or back of his/her Residence, except with the prior written approval of the Association and the maintenance of any such plantings shall be at the Owners sole cost and expense. If, in the opinion of the Association, any such Owner fails to maintain his/her plantings in a neat and orderly manner, the Association may maintain the same and separately assess such Owner for the additional cost of such additional maintenance.

(k) In the event that the Association determines that additional maintenance or repair of the yard and/or exterior grounds of any Maintained Single-Family Home Lot is required as a result of the actions or negligence of the Owner of such Lot, the Association reserves the right to perform such maintenance and/or repair itself and to assess the Owner the cost of the same separately in addition to the regular maintenance assessments described herein.

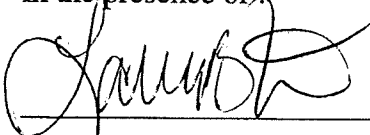
Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration shall remain unchanged and in full force and effect. All capitalized terms used herein which are not defined herein shall have the same meanings given them in the Declaration.

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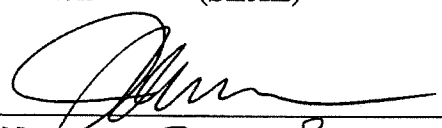
IN WITNESS WHEREOF, the undersigned Declarant has executed this Third Amendment by and through its duly authorized officer this 7th day of September, 2012.

Signed, Sealed and Delivered

in the presence of:


Linda W. Precher

**Mark III Properties, Inc. f/k/a
 FOUR BEES, INC., a South Carolina
 corporation (SEAL)**

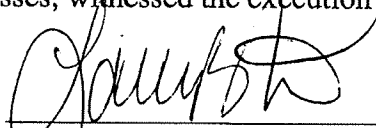
By: 
 Print Name: JOHN W. BEESON
 Its: President

STATE OF SOUTH CAROLINA)

) **PROBATE**

COUNTY OF SPARTANBURG)

Personally appeared before me, the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named Declarant by John W. Beeson, its President, sign, seal and as its act and deed, deliver the foregoing Third Amendment to Declaration; and that (s)he with, the other witnesses, witnessed the execution thereof.



Sworn to before me this 7th
 Day of September, 2012

Linda W. Precher
 Notary Public for South Carolina
 My Commission expires: 01-16-17