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**DECLARATION
OF
PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
GLENLAKE SUBDIVISION, PHASE NO. 1
PLAT BOOK 157, PAGE 250**

BINDING ARBITRATION

This is the First page of the Covenants, Conditions and Restrictions for Glenlake Subdivision. Pursuant to South Carolina Code Section 15-48-10 *et seq.*, as amended, these Covenants, Conditions and Restrictions are subject to the following:

THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE SUBJECT TO ARBITRATION UNDER ARTICLE XVII HEREIN. THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE BINDING ON ALL OWNERS OF LOTS WITHIN GLENLAKE SUBDIVISION, PHASE NO. 1 AND SUBSEQUENTLY INCORPORATED PHASES, INCLUDING ANY PERSON OBTAINING FINANCIAL RIGHTS IN SAID LOTS.

This Declaration imposes assessments constituting a lien on each Lot in the Subdivision. Please contact the Association to determine the status of a particular Lot with regard to payment of assessments.

In the event other pages, including, but not limited to, cover pages, indexes, or tables of contents, are placed in front of this page, those pages shall not be deemed the first page. This page and only this page shall be deemed or considered the first page of the Covenants, Conditions and Restrictions for all legal purposes.

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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

**GLENLAKE SUBDIVISION, PHASE NO. 1
PLAT BOOK 157, PAGE 250**

THIS DECLARATION is made on this the _____ day of March, 2005 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, Four Bees is the owner of the property described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, Poinsett Homes is the owner of the property described on **Exhibit "A-1,"** attached hereto and incorporated herein by reference; and

WHEREAS, Four Bees and Poinsett desire to subject its property described on **Exhibits "A" and "A-1"** and possibly other property, to the covenants, conditions, easements and provisions of this Declaration in order to create a residential community; and

WHEREAS, Four Bees intends to develop the real property in phases, but Declarant reserves the right to remove any portion of the undeveloped property described on **Exhibit "A"** from the provisions of this Declaration by filing a written instrument in the office of the Register of Deeds for **Spartanburg County, SC**, removing such property; and

WHEREAS, Declarant desires to provide for the preservation of the value of the property and to assure a flexible and appropriate development and improvement of the property for the overall benefit of the entire development; and

WHEREAS, Declarant intends by this Declaration to impose upon the property certain covenants, conditions, easements and restrictions for the administration, maintenance, preservation, use and enjoyment of the property under a general plan of development, and desires to provide for the management of the property and any amenities by means of a homeowners association which shall hold title to the common areas for the use and benefit of the owners.

DEDICATION OF PROPERTY:

NOW THEREFORE, **Four Bees, Inc.** hereby declares that the real property described on **Exhibit "A"** of this Declaration (the property being described on **Exhibit "A"** being hereinafter sometimes referred to as the "Property"), including any improvements which may be (but are not required to be) constructed on the property, is subjected to the provisions of this Declaration. Such real property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens contained in this Declaration. The provisions of this Declaration shall run with the title to the property subjected to this Declaration. This Declaration shall be binding on all persons having any right, title, or interest in all or any portion of the property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

Poinsett Homes, LLC joins in this dedication to acknowledge and confirm that the portion of the property previously conveyed to it by Declarant and described on **Exhibit "A-1"** shall also be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens contained in this Declaration. The provisions of this Declaration shall run with the title to the property described in Exhibit "A-1" and shall be binding on all persons having any right, title, or interest in all or any portion of said property, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I
DEFINITIONS

The following capitalized words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

"Area of Common Responsibility" shall mean the Common Area, together with such other areas, if any, for which the Association has responsibility pursuant to this Declaration, any recorded plat, other covenants, contracts, or agreements.

"Association" shall mean Glenlake Upstate Homeowners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

"Board" or **"Board of Directors"** shall mean the governing body of the Association, selected as provided in the By-Laws.

"Building" shall mean and refer to a structure containing one or more residences constructed or erected on the Property.

"By-Laws" shall refer to the By-Laws of the Association, attached as **Exhibit "B."**

"Common Area" shall mean, if any, the real property, interests in real property, and personal property, easements, and other interests, together with improvements located on that property (if any) which are now or are hereafter owned by the Association for the common use and enjoyment of all of the Owners.

"Community" shall mean the real property and interests described on Exhibits "A" and "A-1" and such additions to that property as may be made by Declarant or by the Association pursuant to this Declaration.

"Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Association's Board of Directors. Such determination must be consistent with the Community-Wide Standard originally established by the Declarant.

"Declarant" shall mean Four Bees, Inc.. The Declarant may appoint and designate a successor Declarant by designating such appointment or designation in a deed filed in the real property records of the office of the Register of Deeds of **Spartanburg** County, South Carolina.

"Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions for Glenlake Subdivision and include any amendment or Supplementary Declaration hereto.

"Exclusive Common Property" shall mean real property, interests in real property, and personal property, easements, and other interests, together with improvements located on that property, which the Association owns and which is designated for the common use and enjoyment of less than all of the Owners.

"Lot" shall mean any plot of land within the Community, whether or not improvements are constructed on that land, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded in the land records of **Spartanburg** County, South Carolina. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Area and membership in the Association.

"Member" shall mean and refer to every person who is a member of the Association.

"Mortgage" shall mean any mortgage, security deed, deed of trust, or similar instrument used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation.

"Mortgagee" shall mean the holder of a Mortgage.

"Neighborhood" shall mean a group of Lots designated as a separate Neighborhood for purposes of sharing Exclusive Common Property or receiving other

benefits or services from the Association which are not provided to all Lots. If the Association provides benefits or services to less than all Lots within a particular Neighborhood, then prorated assessments shall be levied against the benefited Lots to cover the expenses of such benefits or services.

"Occupant" shall mean any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

"Open Space" means land and/or water within the property, owned by the Association, which is designed and intended for the common use or enjoyment of each Owner, which may contain such accessory structures and improvements as are necessary and appropriate for passive recreational purposes and utilities, but which may not be further subdivided and which is or shall be designated as "Open Space" on the plat or plats of the property. All Open Space shall be considered part of the Common Area, but all Common Area may not be as restricted as Open Space.

"Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community; excluding any Person holding such interest merely as security for the performance or satisfaction of any obligation.

"Person" means a natural person, corporation, joint venture, partnership (general or limited), limited liability company, limited liability partnership, association, trust, or other legal entity.

"Residence" shall mean and refer to a dwelling or place of residence, including a townhouse, constructed upon a Lot within the property and constituting all or part of a Building.

"Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional restrictions and obligations on the land described therein, or both.

"Total Association Vote" means all of the votes attributable to members of the Association. If the Total Association Vote is taken during a time while Declarant has the right to appoint members of the Board of Directors, a Total Association Vote approving some item or proposition must contain the affirmative vote of Declarant or the item or proposition will be deemed not to have been approved.

ARTICLE II PREEXISTING COVENANTS IN COMMUNITY

2.1 Wetlands. Pursuant to a Declaration of Restrictive Covenants to be recorded in the office of the Register of Deeds for **Spartanburg** County, South Carolina (the "Wetlands Covenant"), specific property within the Community (the selection, boundaries and configuration of which shall be in the sole discretion of the Declarant) may

be made subject to restrictions on certain activities. Any Wetlands Covenant is intended to preserve its subject property in its natural condition forever. The Wetlands Covenant prohibits certain activities on its subject property and allows specific parties, including the U.S. Army Corps of Engineers, Charleston District; the U.S. Department of Justice; and/or the South Carolina Department of Health and Environmental Control, the right to enforce the terms of the Wetlands Covenant.

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

3.1. Property Subjected to this Declaration. The real property which is subject to the covenants and restrictions contained in this Declaration is the real property described in Exhibits "A" and "A-1".

3.2 Other Property. Only the real property described in Section 3.1 is made subject to this Declaration. However, Declarant may subject additional property to this Declaration by recording one or more amendments hereto or supplementary declarations. Declarant specifically reserves the right, but shall not be obligated, to annex additional property into the subdivision and Declarant specifically reserves the right, but shall not be obligated to impose these covenants and restrictions upon said additional property.

3.3 Removal of Property Subjected to this Declaration. There is no guarantee being given by Declarant that all of the property made subject to this Declaration will be developed and/or will remain subject to this Declaration. Declarant expressly reserves the right to remove, and shall have the right to release, all or any portion of the undeveloped property described on Exhibit "A" from the provisions of this Declaration, at any time, in its sole discretion by filing a written instrument in the office the Register of Deeds for Spartanburg County, SC, removing such property. The determination of whether such property shall be considered "undeveloped" shall be in the sole discretion of the Declarant.

ARTICLE IV ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1 Nonprofit Corporation. The Cove at Butler Springs 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. The Association may increase the size of the Board up to seven Members by a majority vote of the 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.

4.2 Membership. Every Owner shall be deemed to have a membership in the Association. If a Lot is owned by more than one Person, there shall be only one (1) membership per Lot, and the votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor more than one (1) office held for each Lot owned.

4.3 Voting. The Association shall have two (2) classes of voting membership.

(a) Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and shall be entitled to rights of membership and of the use and enjoyment appurtenant to such ownership. The vote for each such Lot shall be exercised as they among themselves determine, and the Secretary of the Association shall be notified of such designation prior to any meeting, but in no event shall more than one vote be cast with respect to any such Lot. In the absence of such notification, the vote allocated to such particular Lot shall be suspended in the event more than one person or entity seeks to exercise the right to vote. Any Owner of a Lot which is leased may assign his voting right to the tenant, provided that a copy of the assignment is furnished to the Secretary of the Association prior to any meeting at which the tenant exercises the voting right. In the event the Owner is an entity, that entity shall, by written resolution, designate the individual who shall be authorized to exercise the voting rights of that Lot and shall deliver an original or certified copy of such written resolution to the Secretary of the Association, who shall file it with the Association's books and records.

(b) Class B: The Class B member(s) shall be the Declarant and any successor of Declarant who takes title to all or a portion of the Property for the purpose of development and sale and who is designated as a successor declarant in a recorded instrument in accordance with this Declaration. Declarant shall be entitled to three (3) votes for each Lot owned and three (3) votes for each one-half (0.50) of an acre of undeveloped land owned and subjected to this Declaration. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1)** December 31, 2012; or
- (2)** when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership; or
- (3)** at such time as Declarant may desire to voluntarily relinquish its Class B membership. In the event Declarant should desire to voluntarily relinquish its Class B membership, Declarant shall call a meeting of the Owners to inform the Members

of the termination of the Class B membership and to transfer control of the Association to the Owners, which transfer shall be evidenced by a written notice recorded in the Office of the Spartanburg County Register of Deeds.

Notwithstanding the provisions above, the Class B membership shall not terminate if, within one hundred twenty (120) days after the condition set forth in Section 4.2(b)(2) is fulfilled, all or a portion of any additional property is incorporated into the Community and as a result, the number of votes of the Class B member(s), determined on the basis of three (3) votes per Lot owned, is greater than the number of votes held by Class A members. From and after the termination of the Class B membership, Declarant and any designated successor Declarant shall be entitled to one (1) vote for each Lot owned. At such time, or at any earlier time as Declarant may desire to voluntarily relinquish its Class B membership, Declarant shall call a meeting of the Owners to inform the members of the termination of the Class B membership and to transfer control of the Association to the Owners, to be evidenced by a written notice recorded in the office of the Register of Deeds for **Spartanburg County, South Carolina**.

4.4 Association as Successor to Declarant. Upon the termination of the Class B membership as described above, the Association shall succeed to all of the rights, duties and responsibilities of the Declarant under this Declaration. The Association shall not, however, succeed to any rights of Declarant regarding any portion of any additional property which has not then been annexed to, and incorporated within, the Community, nor succeed to any rights of the Declarant regarding any portion of undeveloped Property subjected to this Declaration that may be removed by the Declarant. The Association may delegate any of such rights, duties and responsibilities to the Architectural Review Committee or to any other committee or entity which it may choose to form.

ARTICLE V ASSESSMENTS

5.1 Purpose of Assessment. The assessments provided for in this Declaration shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, as may be authorized from time to time by the Board or as set forth herein. The assessments levied by the Association shall also be used for the administration, operation, improvement, maintenance, use and enjoyment of the Common Area, including the streets, the entrance landscaping, whether or not located on Common area, and including, but not limited to, the cost of repairs, replacements, additions, insurance, labor, equipment, materials, management and supervision, other personnel or contract services deemed appropriate, establishing a maintenance and replacement reserve, repaying loans incurred by the Association, including interest, the payment of taxes assessed against such Common Area, and the employment of attorneys, accountants and other professionals to represent the Association when necessary, and to provide such other services which the Association determines to be necessary or desirable. Additionally, in the event that any Owner fails to properly maintain the exterior of such Owner's residence, including the yard and any fence or fences on such Owner's Lot, the Board of Directors of the Association may, by majority

vote, levy a special assessment against the Owner of such Lot, which assessment shall be in an amount equivalent to that required to properly maintain the exterior of such residence, fence, fences or yard or may expend portions of the assessments for maintenance of the exterior of such Owner's residence, yard or fence, in which event, the Owner shall be assessed for such expense of maintenance as provided for herein.

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 the cost of exterior maintenance of such townhome Residences and their respective grounds.

5.2 Creation of the Lien and Personal Obligation for Assessments. For each Lot owned within the Community, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees, and is deemed to covenant and agree, to timely pay the Association: (1) annual assessments or charges, including any street maintenance, entrance landscaping, whether or not located on Common Area, and privacy costs, which assessments or charges may be assessed and/or collected on such basis as the Association deems appropriate, and (2) special assessments for capital improvements and other purposes, such assessments to be established and collected as hereinafter provided; and (3) default assessments which may be assessed against an Owner's Lot for failure to perform an obligation under this Declaration, or because the Association has incurred an expense on behalf of an Owner under this Declaration or the Association documents. Neither the Declarant nor Poinsett Homes, LLC will be responsible for the payment of assessments on Lots it owns until such time as the Association converts to Class A membership; however, the Declarant and Poinsett Homes, LLC shall fund such amount necessary to pay approved expenses in excess of the amount collected by the Association until the date Class B membership ceases.

5.3 Late Charges. All assessments shall accrue late charges, interest (not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due), and costs, including, without limitation, reasonable attorney's fees actually incurred. The assessments and charges shall be a continuing lien upon the Lot against which each assessment is made, and shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Lot.

5.4 Personal Liability. Each Owner shall be personally liable for the portion of each assessment coming due while the owner of a Lot, and each grantee of an Owner, shall be jointly and severally liable for the assessments which are due at the time of conveyance; however, the liability of a grantee for the unpaid assessments of its grantor or immediately preceding Owner shall not apply to any first Mortgagee taking title through foreclosure proceedings, in which event, the prior owner shall continue to remain liable.

5.5 Certificate of Payment. The Association shall, within five (5) business days after receiving a written request, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly

executed certificate shall be binding upon the Association as of the date of issuance. The Board shall have the right to impose a reasonable charge for providing this certificate.

5.6 Annual Assessments. Annual assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board. The Board may, in its sole discretion, distinguish between the occupied Lots and the unoccupied Lots for the purpose of annual assessments. If the Board sets a lower assessment for the unoccupied Lots, the Owner of an unoccupied Lot may not use the Common Areas unless such Owner pays the assessment established by the Board for occupied Lots. The Board may allow annual assessments to be paid in monthly, quarterly, semi-annual or annual periodic payments as determined by the Association's Board of Directors, and the Board shall have the right to accelerate any unpaid installments in the event an Owner is delinquent. Unless otherwise provided by the Board, the annual assessment shall be paid in annual installments. Neither the Declarant nor Poinsett Homes, LLC will be responsible for the payment of assessments on Lots it owns until such time as the Association converts to Class A membership; however, the Declarant and Poinsett Homes, LLC shall fund such amount necessary to pay approved expenses in excess of the amount collected by the Association until the date Class B membership ceases.

5.7 Computation of Annual Assessments. The Board shall prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve. The Board shall cause the budget and the assessments to be mailed or delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. In the event the membership disapproves the proposed budget, or the Board fails to establish a budget for the succeeding year, the budget in effect for the then current year shall continue for the succeeding year until changed by the Board. In the event the Board's budget is disallowed, the Board shall have the right to make a new budget retroactive to the start of the fiscal year.

5.8 Special Assessments. In addition to the other assessments authorized by this Declaration, the Association may levy special assessments from time to time. Special assessments must be approved at a meeting by two-thirds (2/3) of the Total Association Vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

5.9 Lien for Assessment. All sums assessed against any Lot, Owner, or member pursuant to this Declaration shall be secured by a lien on such Lot in favor of the Association.

5.10 Priority. The lien of the Association shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; (b) liens for all sums unpaid on a first priority Mortgage or deed to secure debt, or (c) a lien arising by virtue of any Mortgage in favor of Declarant which is duly recorded in the land records of the county where the Community is located. All other Persons acquiring liens or encumbrances on

any Lot after this Declaration shall have been recorded shall be deemed to acknowledge that their liens shall be inferior to the lien of the Association for assessments in existence at that time or which arise in the future.

5.11 Effect of Nonpayment of Assessment. Any assessments (or installments) which are not paid when due shall be delinquent. Any assessment (or installment) which is delinquent for a period of more than ten (10) days shall incur a late charge in an amount set by the Board. If the assessment is not paid within thirty (30) days, a lien shall attach to the Owner's Lot. The lien shall cover all assessments then due or which come due until the lien is cancelled of record, and any other amounts provided in this Declaration or permitted by law. In the event that the assessment remains unpaid after thirty (30) days, the Association may, in its sole discretion, take any or all of the following action:

(a) Assess an interest charge from the date of delinquency at the rate of eight percent (8%) per annum, or such other rate as shall have been established by the Board of Directors;

(b) Assess a late charge at the rate established by the Board per delinquency or such other charge as shall have been established by the Board of Directors;

(c) Suspend the voting rights of the Owner during any period of delinquency;

(d) Accelerate all remaining assessments for the fiscal year in question so that unpaid assessments for the remainder of the fiscal year shall be due and payable at once;

(e) Bring an action at law or in equity against the Owner personally obligated to pay the delinquent assessment by instituting suit to collect such amounts and foreclose its lien against the Lot, and interest, costs of collection and reasonable attorneys fees of such action of foreclosure shall be added to the amount of such assessment. The Association shall have the right to foreclose its lien through any method allowed by law. The Association shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, and convey the same.

No Owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

5.12 No Set Off or Deduction. No Owner may waive or otherwise exempt himself from liability for the assessments provided for in this Declaration. No setoff, diminution, or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and is not subject to setoff.

5.13 Application of Payments. All payments shall be applied first to costs, then to late charges, then to interest, and then to delinquent assessments.

5.14 Date of Commencement of Assessments. Assessments shall start on the date of closing for the sale of the Lot to a Person other than Declarant or Poinsett Homes, LLC. The first annual assessment shall be adjusted according to the number of days then remaining in that fiscal year.

5.15 Special Assessments. The Board shall have the power to determine special assessments pursuant to this Section as it shall deem appropriate, in its sole discretion. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future. The Board may also determine special assessments on Owners for the following Association expenses (except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association):

(a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefitted according to the benefit received; and

(b) expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

(c) **For Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon any Common Area, including the streets, entrance walls, signs, and landscaping, including fixtures and personal property related thereto, or to make up any deficit or shortage in the current year's budget; provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of Class A members and the approval of the Class B member(s) who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Association's Board of Directors. Notice of the amount and due dates for such special assessments must be sent to each Owner at least thirty (30) days prior to such due date.

(d) **For Exterior Maintenance, Yard and Fence.** In addition to the annual assessments authorized above, in the event that any Owner fails to properly maintain the exterior of such Owner's residence, including the yard and any fence or fences on such Owner's Lot, the Board of Directors of the Association may, by majority vote, levy a special assessment against the Owner of such Lot, which assessment shall be in an amount equivalent to that required to properly maintain the exterior of such residence, fence, fences or yard or may expend portions of the assessments for maintenance of the exterior of such Owner's residence, yard or fence, in which event, the Owner shall be assessed for such expense of maintenance as provided for herein.

5.16 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may (but shall not be required to):

(a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association and the sum of the annual, special, and specific assessments collected by the Association in any fiscal year. Such advances shall, upon request of Declarant, be repaid from assessments or may be evidenced by promissory notes from the Association in favor of the Declarant. The failure of Declarant to obtain a promissory note shall not invalidate the debt; or

(b) cause the Association to borrow such amount, or a general borrowing from a third party at the then prevailing rates for such a loan in the local area of the Community. Declarant, in its sole discretion, may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Area or any of the improvements maintained by the Association shall be given in connection with such loan; or

(c) acquire property for, or provide services to, the Association or the Common Area. Declarant shall designate the value of the property or the services provided and such amounts, at the request of the Declarant, be evidenced by a promissory note. Failure to obtain a promissory note shall not invalidate the obligation referred to in this Section.

ARTICLE VI

MAINTENANCE & CONVEYANCE

OF COMMON AREA TO ASSOCIATION

6.1 Association's Responsibility.

(a) The Association shall maintain in good repair the Common Area and any Exclusive Common Areas, including (without limitation) maintenance, repair, and replacement of all landscaping and improvements situated on the Common Area and Exclusive Common Areas. The Association shall also maintain all lakes and associated dams, if any, in or about the Community or any Lot thereon to the extent maintenance of such lake is required and the lake is not otherwise maintained by a governmental entity or third party. This is a private gated community and all gates and roadways are to be maintained by the Association.

(b) The Association shall also maintain all Community entry features, Common Areas, Exclusive Common Areas, and operate and maintain street lights (if not maintained and operated by a governmental entity) for the Community including the expenses for water and electricity, if any, provided to all such entry features, Common Areas, Exclusive Common Areas, and street lights; all storm water detention facilities and

easements serving the Community (to the extent such facilities and easements are not maintained by a governmental entity); and all property outside of Lots located within the Community which was originally maintained by Declarant.

(c) The Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit the Owners.

(d) In the event that the Association determines that the need for maintenance, repair, or replacement of property described above is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs thereof shall be an special assessment against such Owner subject to the Association's lien and collection rights provided for in this Declaration.

(e) All maintenance shall be performed consistent with the Community-Wide Standard.

6.2 Owner's Responsibility. Except as provided in Section 6.1(a) above, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible, the Association may perform such maintenance, repair, or replacement for the Owner at the expense of the Owner. Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work, which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be assessed against the Owner as a special assessment.

6.3 Conveyance of Common Area by Declarant to Association. The Declarant may convey to the Association any personal property, any improved or unimproved real property, leasehold, easement, or other property interest located within or adjacent to the Community. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Area to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

ARTICLE VII
ARCHITECTURAL REVIEW

7.1 Purpose. In order to maintain a high quality residential development, to assure that all houses and other structures are of appropriate size, harmonious in design, properly located in relationship to neighboring structures and adapted to the terrain of each Lot, Declarant has retained full architectural control as herein provided. Accordingly, no building, fence, wall or other structure of any kind, or alterations or additions or change of exterior appearance thereto shall be commenced, erected or maintained upon the Property or any Lot until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by Declarant or by the Architectural Control Committee, as defined in Section 7.2 of this Article.

7.2 Architectural Review Committee.

(a) So long as Declarant owns any portion of the property subjected to this Declaration, the "Architectural Review Committee" shall mean the Declarant, unless Declarant shall elect to transfer such control to the Association or to an Architectural Review Committee whose members shall be Lot Owners.

(b) The Architectural Review Committee may be established such that it is divided into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction.

(c) The Board may employ architects, engineers, or other persons as it deems necessary to enable the Architectural Review Committee to perform its review.

(d) The Architectural Review Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated.

(e) Written design guidelines and procedures shall be promulgated for the exercise of this review, which guidelines may be provided to Owners for a reasonable fee.

(f) So long as the Declarant owns any property for development or sale in the Community, the Declarant shall have the right to appoint all members of the Architectural Review Committee. Upon the expiration or earlier surrender in writing of such right, the Board shall appoint the members of the Architectural Review Committee.

(g) At such time as all of the Lots in the Community have been fully developed, permanent improvements constructed thereon, and such Lots have been sold to permanent residents, or at such time as Declarant desires to transfer control to an Architectural Review Committee, the Declarant shall notify the President of the Board of Directors of the Association to that effect. Declarant will then execute a written instrument transferring control to the Board of Directors of the Association and record it in the office of

the Register of Deeds for Spartanburg County, South Carolina. Thereupon, the Declarant's rights and obligations as the Architectural Review Committee shall forthwith terminate; and, thereafter, the Board of Directors of the Association shall have the right, power, authority, and obligation to establish a successor Architectural Review Committee and prescribe rules and regulations pursuant to which such Committee shall serve and act. Any such successor Architectural Review Committee shall be composed of at least three (3) but not more than seven (7) Owners. The term of each committee member shall be determined by the Board of Directors of the Association.

7.3 Review and Approval of Plans.

(a) No building, fence, wall or other structure of any kind, or alteration or addition or change of exterior appearance thereto, may be commenced, erected or maintained on any Lot, until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the Architectural Review Committee for written approval (i) as to conformity and harmony of external design and general quality with the standards of the Community and (ii) as to the location of structures in relation to surrounding structures and topography and finished ground elevation. The Architectural Review Committee reserves the right in its sole discretion to approve or disapprove all plans and specifications submitted. In the event the Architectural Review Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, Owner shall, by certified mail to the Architectural Review Committee, addressed to the office of the Architectural Review Committee, state the date the plans were submitted originally, the date of the plans, the person preparing the plans and a request for approval. If Owner has not received a reply from the Architectural Review Committee within thirty (30) days of the date such notice was received, the approval by the Architectural Review Committee will not be required.

(b) As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction that is in violation of these restrictions. Any Board member or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in this Declaration, record in the appropriate land records a notice of violation naming the violating Owner.

(c) Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Review Committee

including, but not being limited to:

(1) a site plan showing the location of all proposed and existing structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces, including the number thereof;

(2) a foundation plan;

(3) a floor plan;

(4) exterior elevations with cross-sections of all proposed structures and alterations to existing structures, as such structures which will appear after all backfilling and landscaping are completed;

(5) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of all proposed structures and alterations to existing structures; and

(6) plans for landscaping and grading.

(d) Upon approval by the Architectural Review Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Review Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or structure of any plans and specifications shall not be deemed a waiver of the Architectural Review Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or structure. Approval of any such plans and specifications relating to any Lot or structure, however, shall be final as to that Lot and structure and such approval may not be rescinded thereafter, provided that there has been strict adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(e) Neither Declarant, nor any member of the Architectural Review Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Committee, nor any structural defects in any work done according to such plans and specifications or for the location of the house rough-staked on any Lot. Further, neither Declarant, nor any member of the Architectural Review Committee, shall be liable in damages to anyone submitting plans or specifications for approval under this Article, or to any Owner affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the location of any such house. Every person who submits plans or specifications to the Architectural Review Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Review

Committee, to recover for damages, and such right, if any, to institute any action or suit, is waived.

(f) During construction, any employee or agent of the Architectural Review Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and structure thereon for the purpose of ascertaining compliance with the provisions of the Declaration; and neither the Architectural Review Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

7.4 Violations. If any structure shall be erected, placed, maintained or altered upon any Lot, other than in accordance with the plans and specifications approved by the Architectural Review Committee, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article. If, in the opinion of the Declarant, or the Board of Directors of the Association upon recommendation of the Architectural Review Committee, such violation shall have occurred, the Board of Directors shall provide written notice to the Owner by certified mail, setting forth the nature of the violation and the specific action required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the receipt of the aforesaid notice of violation, then the Board of Directors of the Association or Declarant shall have the right to file a lien against such Owner's Lot, proceed at law or in equity for the recovery of damages, or for injunctive relief or both.

7.5 Declarant's Reservation of Rights. Notwithstanding anything herein to the contrary, for so long as Declarant owns at least one (1) Lot in the Community and follows the general plan of development of the Community as previously approved by municipal or county regulatory authorities, Declarant may approve any plans and specifications rejected by the Architectural Review Committee or the Board of Directors for the construction of initial improvements on any Lot provided the initial improvements are approved by municipal or county regulatory authorities. Such approval by Declarant shall operate and have the same effect as approval by the Architectural Review Committee or the Board of Directors.

ARTICLE VIII USE RESTRICTIONS AND RULES

8.1 General. This Section sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended as provided in this Declaration. In addition, the Board may, from time to time, without consent of the members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a majority of the Total Association Vote.

8.2 Residential Use.

(a) All Lots shall be used for residential purposes exclusively. No business or business activity shall be carried on in or upon any Lot at any time, except with the written approval of the Board. The provisions of this Section shall not apply to the Common Area. Leasing of a Lot to an Occupant for use as a residence shall not be considered a business or business activity. Private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwelling.

(b) The Board, by prior written approval, may permit, but shall not be obligated to allow, a Lot to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or By-Laws, does not create a disturbance, and does not unduly increase traffic flow or parking congestion and complies with all local government requirements for permits, zoning and other regulations. The Board may issue rules regarding permitted business activities.

(c) The Declarant or its designee shall have the right to operate a sales office and a construction office from one or more Lots within the Community specifically including, but not limited to, maintaining business offices, storage areas, construction yards and equipment, signs and sales offices.

8.3 Subdivision of Lots.

(a) No lot or contiguous group of Lots may be subdivided or replatted in any manner which would bring about a greater number of Lots, except by Declarant. Declarant hereby expressly reserves the right to subdivide, reduce, enlarge or change the boundary lines of any Lot, including the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. Declarant's right to replat any Lot shall include the right to increase or decrease the size of any Lot, combine Lots or portions thereof, change the configuration of streets and otherwise make changes on the final plat for the Community as to how the streets and common areas in the Community are laid out.

(b) No Lot shall be subdivided, reduced in size or its boundary lines changed, except by Declarant, without the prior written approval of the Architectural Review Committee. The Architectural Review Committee may, but shall not be obligated to, allow adjacent Lot Owners or purchasers to acquire an additional Lot or Lots, or a portion thereof, for the purpose of adding said Lot or Lots, or such portion, to the Lots already owned or being purchased by them when approved, in advance, in writing, by the Architectural Review Committee. In such case, where less than a full Lot is involved, the portion of such additional Lot shall be merged with and become an integral part of the Lot which is already owned or is being purchased by the buyer of such Lot, and, in such event, shall be subject to these restrictions as one Lot and the building line requirements provided herein shall apply to such Lots as resubdivided or combined.

8.4 Building Size Requirements. No residence shall be permitted on any Lot with less than one thousand, two hundred (1,200) square feet of heated and air conditioned living areas of the main structure, exclusive of open porches, garages, carports, screened porches, and all unfinished basement or other interior spaces, calculated from exterior dimensions. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one-single family residence not to exceed three and one-half (3-1/2) stories in height. The term "story" or "stories" shall include any garage, basement or similar area.

8.5 Setbacks and Building Lines.

(a) In no event shall any dwelling be erected and located upon any such Lot closer to the front property line, closer to the rear property line and closer to the side property lines than those setback measurements shown on recorded plats of the Community filed by the Declarant, or as may be determined by the Declarant or the Architectural Review Committee, after Declarant has transferred control of the Association to the Lot Owners. The area included within these setback lines is the buildable area. All enclosed areas of the residence must be contained within the buildable area; provided, however, eaves, overhangs or gutters and foundations may extend beyond the buildable area if approved by the Architectural Review Committee.

(b) No building shall be erected or maintained so as to encroach upon any maintenance, utility or drainage easement.

(c) The Architectural Review Committee, in its sole discretion, may vary any or all of the front, rear, and/or side setback lines by not more than twenty-five (25%) percent of the distance required herein and may vary the square footage by not more than ten (10%) percent of the square footage required herein; provided, however, that so long as Declarant owns any property in the Community, Declarant shall have the right to vary such setback lines and square footage requirements by any amount, in its sole discretion. After Declarant turns over control of the Architectural Review Committee to the Association, any variance by the Architectural Review Committee in excess of the twenty-five (25%) percent for the setback lines and ten (10%) percent for the square footage requirements must be approved by the Owners holding not less than a majority of the voting membership.

(d) In addition, those Lots which have a property line in common with any perimeter boundary of the Community shall be required to maintain a sufficient natural and/or landscaped buffer not less than ten (10') feet deep along the full length of the perimeter boundary property line.

8.6 Walls and Fences. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the said minimum front building setback line unless the same be retaining walls which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Review Committee pursuant to this Declaration. The exposed part of the retaining walls shall be made of such material as is approved in writing in advance by the Architectural Review

Committee.

8.7 Terraces, Detached Garages and Eaves. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps shall be considered as a part of the structure. All detached structures shall be placed to the rear of the main dwelling unless approved otherwise in writing by the Architectural Review Committee.

8.8 Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any Lot without the prior written consent of the Architectural Review Committee. Under no circumstances shall any fence be placed, erected, allowed, or maintained upon any Lot closer to the street than the rear one-third (1/3) of the residence located on the Lot. (Privacy fencing constructed no more than six (6) feet in height shall be preferred by the Architectural Review Committee.) Notwithstanding the foregoing, the Declarant shall have the right to erect fencing of any type, at any location, on any Lot during the period that such Lot is being used by Declarant as a model home. The Board of Directors shall have the right to erect fencing of any type considered appropriate or desirable by the Board at any location on the Common Area.

8.9 Storage Sheds and Garages. Construction, installation, or placement of a storage shed, tree house, play house, detached garage, or a building separate from the main house on the Lot is not permitted without the prior written consent of the Architectural Review Committee, in its sole discretion. All plans (which must include the length, width, height, materials, colors, and location) must be submitted to the Architectural Review Committee for written approval prior to obtaining building permits or starting construction. The structure must be constructed, installed, or placed in a location inconspicuous as much as possible from public view. No two-story structures of this nature are permitted on any Lot within the Community. All materials used in the construction of such buildings must match the main dwelling located on the Lot.

8.10 Compliance with Zoning and Subdivision Regulations. In no event shall any residence be erected and located upon any Lot in a manner which violates the requirements and provisions of the applicable city or county zoning ordinances and subdivision regulations in effect where the Community is located.

8.11 Obstructions to View at Intersection. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem. The lower branches of trees and other vegetation shall not be permitted to obstruct the view at intersections and it shall be the responsibility of the respective Lot Owner upon whose Lot such branches or vegetation exist to insure that the view of traffic at intersections is unimpeded.

8.12 Completion of Construction. All improvements commenced on any Lot in the Community shall be prosecuted diligently to completion and shall be completed within one (1) year from its commencement, unless such improvements are being constructed by Declarant, or unless an exception is granted in writing by the Architectural Review Committee. If an improvement is commenced and construction is then abandoned for

more than ninety (90) days, or if construction is not completed within the required one-year period, then after notice to the Owner of the Lot, the Association shall have the right to impose a fine of Five Hundred and no/hundredths (\$500.00) Dollars per day, or such other amount as the Association shall deem appropriate, on the Owner of the Lot until construction is resumed, or the improvement is completed, unless the Owner can prove to the satisfaction of the Architectural Review Committee that such abandonment is due to circumstances beyond the Owner's control. Such charges shall be considered a default assessment and lien as provided in hereinabove. Landscaping shall be completed within ninety (90) days after the completion of an improvement on the Lot or a fine of Ten and no/hundredths (\$10.00) Dollars per day, or such other amount as the Association may deem appropriate, shall be levied against the Lot Owner. The Association may also take appropriate court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction.

8.13 Aesthetics, Nature Growth. *(The provisions of this paragraph shall not apply to the Declarant or Poinsett Homes, LLC.)* Trees which have a diameter in excess of four (4) inches measured two (2) feet above the ground and distinctive flora shall not be intentionally destroyed or removed except with the prior written approval of the Architectural Review Committee. Prior to clearing any Lot for the construction of a house and/or other structure, the Owner and/or builder must first rough-stake the house and intended location of driveway(s) on the Lot and obtain the prior written approval of the Architectural Review Committee as to the location of the house and/or structures that they are in compliance with the plans and specifications submitted to the Architectural Review Committee as described herein. Once written approval is received from the Architectural Review Committee as to the location of the rough-staking, all vegetation within ten (10) feet of the approved location of the construction may be removed with consideration for the remaining vegetation. In the event the Architectural Review Committee fails to approve or disapprove the location of the rough-staked structures within thirty (30) business days from the date it received notice in writing that said structure has been rough-staked, approval shall be deemed given by the Architectural Review Committee.

8.14 Delivery Receptacles, Property Identification Markers and all other Streetscapes. All mailboxes, property identification markers, entrance gates, fences, lights and all other streetscapes must conform to the design standards established by and on file with the Architectural Review Committee.

8.15 Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs. "For Sale" and "For Rent" signs and security signs consistent with the Community-Wide Standard and any signs required by legal proceedings may be erected upon any Lot. The provisions of this Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

8.16 Vehicles and Parking. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles.

(a) All Residences within the subdivision shall contain a garage. Carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage.

(b) Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area or as approved by the Board. Unlicensed, unregistered or inoperable vehicles shall not be stored upon any portion of a Lot unless the same are fully enclosed in a garage or in another area specifically designated by the Board. Visiting guests only may use paved streets for temporary parking of their vehicles. All Owners must park their vehicles in designated parking areas or the garages on their Lot.

(c) The parking of commercial vehicles within the subdivision will only be allowed with the approval of the Board.

(d) Upon request of Declarant or the Board, such vehicles identified in **8.16(b)** and **8.16(c)** above must be removed by the Owner. The Association shall have the right to remove any such vehicle if not removed by the Owner within ten (10) days of notice, and the costs of such removal shall be an assessment against such Owner.

(e) Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

(f) No motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles and vehicles authorized by the Board.

8.17 Leasing. Lots may be leased for residential purposes. All leases shall have a minimum term of at least six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

8.18 Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions, or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid in a reasonable period of time, the fine may then be levied against the Owner, but shall, if not paid, remain the responsibility of the Owner.

8.19 Clothes Lines and Garbage Containers. No clothes lines, exposed garbage containers (except for local governmental required containers) equipment and other unsightly objects are to be erected or used on any Lot except when they are screened to conceal such items from the streets and adjoining properties and general view. All residential utility service lines to residences shall be underground. All fuel tanks must be buried.

8.20 Garbage and Refuse Disposal.

(a) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on the Lots, except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If such litter or other material is found on any Lot, the same shall be removed by the Owner of such Lot, at the Lot Owner's expense, upon written request of the Architectural Review Committee. No such items shall be burned in any fashion within the boundaries of said Lot.

(b) All garbage cans, woodpiles, hot tubs, spas, and related equipment, and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant reserves the right to dump and bury rocks on property within the Community as needed for efficient construction and to allow developers and builders within the Community to bury rocks removed from a building site. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community, except that Declarant may maintain a "burn pit" during development and construction of the Community.

8.21 Animals and Pets. No animals shall be kept, maintained or quartered on any Lot except that domesticated cats, *small* dogs, and caged birds may be kept as pets for the pleasure of the occupants. A maximum of two (2) pets shall be allowed per Lot. Seeing eye dogs are allowed, and small caged animals which are not normally taken outside (such as fish, gerbils, etc.) may be kept in reasonable numbers. In the townhome neighborhoods of Glenlake, no pet shall exceed the weight limitation of fifty (50) pounds; however, seeing eye dogs are exempt from this weight restriction. The Architectural Committee is authorized (but not required) to issue reasonable rules for the protection of all Owners in this subdivision relating to the number and size of pets which may be kept on any numbered Lot. No animals shall be permitted to go beyond the perimeter of any Residence unless the animal is on a leash and under control of its Owner or the Owner's agent. Pet owners shall be required to remove any animal waste from Lots, Common Areas and Exclusive Common Areas, streets, etc., immediately.

8.22 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other

condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes shall be located, installed, or maintained upon the exterior of any Lot unless required by law.

8.23 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

8.24 Antennas. No radio or television transmission or reception towers or antennae shall be erected on any Lot unless cable television is not available to any Lot, in which event customary antennae which do not exceed ten (10) feet in height above the roof ridge of any house will be permitted. In no event shall free standing transmission or reception towers or antennae, nor shall any satellite disks be permitted, except small satellite dishes no larger than eighteen (18") inches in diameter. Any such satellite dishes must be installed behind the main residential dwelling located on any such Lot, hidden from view from the street on which such Lot fronts or such other location as may be approved in writing by the Architectural Review Board. The Architectural Review Board shall also have the right to establish rules and guidelines for the color, size, location, quantity, installation and other issues regarding satellite dishes on any Lot.

8.25 Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may alter, obstruct, or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains, the right to alter same being expressly reserved to Declarant.

8.26 Guns. The use of firearms in the Community is prohibited. The term "firearms" includes rifles, shotguns, pistols, "BB" guns, pellet guns, and firearms (small or large) of all types.

8.27 Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction, and lines installed by or at the request of Declarant.

8.28 Air-Conditioning Units. No window air conditioning units may be installed.

8.29 Lighting. Except as may be permitted by the Architectural Review Committee, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) one (1) decorative post light, (c) street

lights in conformity with an established street lighting program for the Community; (d) seasonal decorative lights; or (e) front house illumination of model homes.

8.30 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, and similar items must be approved by the Architectural Review Committee.

8.31 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Review Committee.

8.32 Swimming Pools and Hot Tubs. No swimming pool shall be constructed, erected, or maintained upon any Lot, without the prior written approval of the Architectural Review Committee. Hot tubs and portable spas shall not be permitted without the prior written consent of the Architectural Review Committee and then only if enclosed by an approved fence.

8.33 Gardens and Play Equipment. No vegetable gardens, hammocks, statuary, swing sets or similar play equipment, boats or boating equipment, or swimming pools shall be erected on any Lot without the prior written consent of the Architectural Review Committee; and, if approved by the Architectural Review Committee, any such items must be located between the rear of the dwelling located on the Lot and the rear lot line. Without limiting the foregoing, one basketball goal may be erected over the concrete slab used as a driveway or parking area for the dwelling located on a Lot, provided that the goal is supported by a black pole, permanently mounted, and the Architectural Review Committee has approved the location, height and type of goal and pole.

8.34 Exteriors. Any change to the exterior color of any improvement located on a Lot, including, without limitation, the dwelling, must be approved by the Architectural Review Committee.

8.35 Exterior Security Devices. No exterior security devices, including, without limitation, window bars, shall be permitted on any residence or Lot. Signs less than six inches (6") by six inches (6") placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.

8.36 Entry Features. Owners shall not alter, remove, or add improvements to any entry features constructed by the Declarant on any Lot, or any part of any easement area associated therewith without the prior written consent of the Architectural Review Committee.

8.37 Streams and Wetlands.

(a) Owners shall have no riparian rights with respect to the waters in any stream, pond, pool or wetlands (herein "waterways") within the Community and shall not be permitted to withdraw water from any waterways that may exist in the Community or

from any waterway which is made available for the use by the Owners and Occupants within the Community without having first obtained the prior written consent of the Board or its designee. As long as the Declarant has the right unilaterally to subject property to this Declaration or owns any property in the Community for development and/or sale, Declarant may authorize and grant easements to withdraw water from such waterways without the consent of the Association.

(b) Notwithstanding anything contained in this Declaration to the contrary, no vegetable gardens, hammocks, statuary, swing sets or similar play equipment, basketball goals or similar athletic equipment, boats or boating equipment, pools, fences, clothes drying equipment, dog houses, dog runs or other pet enclosures, signs, retaining walls or any other structure or thing which, in the sole discretion of the Board or its designee, tends to detract from the appearance of the Community, and especially the streams and wetlands, shall be permitted on any Lot which abuts or is appurtenant to any stream or wetland within the Community or any stream made available for the use of all Owners and Occupants within the Community, without the prior written consent of the Architecture Review Committee or its designee.

ARTICLE IX INSURANCE AND CASUALTY LOSSES

9.1 Insurance on Common Area. 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.

9.2 Liability Insurance. The Board shall obtain a general commercial liability policy applicable to the Common Area covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have a combined single limit of at least one million (\$1,000,000.00) dollars. If available, the Board is also authorized to obtain directors' and officers' liability insurance coverage.

9.3 Insurance Coverage Through Declarant. The Board is authorized to obtain the insurance coverage required hereunder through the Declarant and to reimburse Declarant for the cost thereof. The Board shall not be required to comply with the provisions of this Section if it has contracted for or otherwise arranged to obtain the required insurance coverage through the Declarant.

9.4 Premiums. Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the

insurance at least equals the full replacement cost

9.5 Miscellaneous. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee for the respective benefited parties, as further identified below. Such insurance shall comply with these provisions:

(a) All policies shall be written with a company licensed to do business in South Carolina, with a rating of not less than "A" as determined by *Best's Key Rating Guide*, or if no longer available, by another comparable rating guide.

(b) Exclusive authority to settle losses under policies obtained by the Association shall be vested in the Association's Board of Directors; however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and Occupants and their respective tenants, servants, agents, and guests;

(2) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(3) That no policy may be cancelled, invalidated, or suspended on account of any one or more individual Owners;

(4) That no policy may be cancelled, subjected to non-renewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct, and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner, or Mortgagee;

(5) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(6) That no policy may be canceled, subjected to non-renewal, or substantially modified without at least thirty (30) days prior written notice to the Association.

(f) In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance to the extent necessary to satisfy the requirements of applicable laws, and shall obtain a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall be determined in the minimum amount of three (3) months' assessments plus reserves on hand. Bonds shall contain a waiver of all defenses provision based upon the exclusion of persons serving without compensation and may not be canceled, subjected to non-renewal, or substantially modified without at least thirty (30) days prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of the, Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, and the U.S. Department of Veterans Affairs, or the U.S. Department of Housing and Urban Development.

9.6 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots, and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket "all-risk" casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, if reasonably available, 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. If "all-risk" coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. The policies required hereunder shall be in effect at all times. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner. The losses under policies obtained by an Owner shall be vested in the Owner. The Association shall have the right, but not the obligation, at the expense of the Owner, to acquire the insurance required to be maintained by the Owner if the Owner fails to provide a valid policy to the Association with a prepaid receipt within ten (10) days after receipt by the Owner of a written request from the Association. If the Association does acquire insurance on behalf of any Owner, the cost thereof shall be assessed against the Owner and the Lot as a special assessment.

9.7 Damage and Destruction -- Insured by Association.

(a) **In General.** Immediately after damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable

building codes. The Board shall have the enforcement powers specified in this Declaration necessary to enforce this provision.

(b) Repair and Reconstruction. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five (75%) percent of the Total Association Vote otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

(c) If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

(d) In the event that it is determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event, the property shall be restored to its natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition.

9.8 Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board shall have all enforcement powers specified in this Declaration.

9.9 Insurance Deductible. In the event of damage or destruction to the Common Areas or other areas or improvements maintained by the Association, the deductible for any casualty insurance policy carried by the Association shall be paid by the Association, but the Association may allocate the cost thereof among any Persons who are responsible, in whole or in part, for such damage or destruction.

ARTICLE X
CONDEMNATION

In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking, at least seventy-five percent (75%) of the Total Association Vote shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor.

ARTICLE XI
ANNEXATION OF ADDITIONAL PROPERTY

11.1 Unilateral Annexation By Declarant.

(a) The Declarant shall have the unilateral right, privilege, and option, from time to time, until seven (7) years after the recording of this Declaration to subject to the provisions of this Declaration the following property ("Annexation"):

(1) Any property which is adjacent to the property described on **Exhibit "A" or "A-1"**.

(2) Any tract of land, of which any portion is located within a five (5) mile radius of the property described in **Exhibit "A" or "A-1"**.

(b) Annexation may be accomplished by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being subjected.

(c) Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein.

(d) Declarant shall have the right, in connection with the annexation of other property, to modify the terms of this Declaration as it may apply to the annexed property.

(e) As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of existing Owners are not materially adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property.

(f) The rights reserved unto Declarant to subject additional land to the Declaration shall not impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained

herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent Owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

11.2 Other Annexation. Subject to the consent of the owner(s) thereof and the consent of the Declarant (so long as the Declarant owns any property in the Community or has the right to unilaterally annex additional property to the Community), upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots, the Association may annex any other real property not specifically described herein and subject it to the provisions of this Declaration by describing the property to be annexed in a Supplementary Declaration, which shall be signed by the President of the Association, whose signature shall be attested by the Secretary of the Association, and any such annexation shall be effective only upon the filing for record of such Supplementary Declaration in the register of deeds office for the county in which such property is located, unless a later effective date is provided therein.

11.3 Withdrawal of Property. So long as Declarant owns any portion of the property subject to this Declaration, whether improved or unimproved, the Declarant reserves the right to amend this Declaration for the purpose of removing any portion of the Community which has not been improved with residential dwellings from the provisions of this Declaration. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant.

ARTICLE XII

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Section apply to both this Declaration and the By-Laws, notwithstanding any other provisions contained therein.

12.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation

under the Declaration or By-Laws of the Association which is not cured within sixty (60) days; and

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

12.2 No Priority. No provision of this Declaration or the By-Laws gives, or shall be construed as giving, any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to, or a taking of, the Common Area.

12.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

12.4 VA/HUD Approval. As long as the Declarant has the right to appoint and remove the directors of the Association and so long as the project is approved by the U.S. Department of Housing and Urban Development ("HUD"), or the U.S. Department of Veterans Affairs ("VA"), for insuring or guaranteeing any Mortgage in the Community, the following actions shall require the prior approval of the VA or HUD, as applicable: annexation of additional property to the Community, except for annexation by Declarant in accordance herewith or pursuant to a plan of annexation previously approved by the VA or HUD as applicable; dedication of Common Area to any public entity; mergers and consolidations of the Association; dissolution of the Association; and material amendment of the Declaration, By-Laws, or Articles of Incorporation.

12.5 Applicability of Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or South Carolina law for any of the acts set out in this Article.

12.6 Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD, or VA subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

ARTICLE XIII **CONSERVATION EASEMENT; COMMON AREAS**

13.1 Open Space. The term, "Open Space", means land and/or water within the Property, owned by the Association, which is designed and intended for the common use or enjoyment of each Owner, which may contain such accessory structures and improvements as are necessary and appropriate for passive recreational purposes and utilities, but which may not be further subdivided and which is or shall be designated as "Open Space" on the plat or plats of the property. A conservation easement is hereby imposed on all Open Space which is designated as "Open Space" on the plat or plats of

the property. All Open Space shall be considered Common Area, but all Common Area may not be as restricted as Open Space.

13.2 Common Areas. The Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Area without the prior written consent of the Board.

13.3 Insurance. No use shall be made of the Common Areas which will increase the rate of insurance upon the property without the prior consent of the Board. No Owner shall permit anything to be done or kept on the Common Areas which will result in cancellation of insurance on any part of the Common Areas or which will be in violation of any law.

13.4 Nuisances. No obnoxious or offensive activity shall be allowed upon the Common Areas, nor any use or practice which is the source of annoyance or nuisance to Owners or guests or which interferes with the peaceful possession and proper use of the Common Areas by Owners. The Board shall have the power to adopt reasonable rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon, and to establish fines for the infraction thereof as herein provided. In addition, the Board may also suspend the right of a member to use the Common Areas, after notice and hearing for a period of sixty (60) days, as a result of such members infraction of such published rules and regulations.

13.5 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Common Areas or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Common Areas shall be as is specified in this Declaration.

13.6 Reservation of Easements. Declarant reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use electric and telephone poles, wires, cables, conduits, storm sewers, drainage swales, sanitary sewers, water mains, gas sewer and water lines and other public conveniences or utilities on, in or over the Common Areas.

13.7 Additional Easements. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way over the property owned by Declarant. In addition, Declarant hereby reserves the right to grant easements and rights-of-way over, under and through the Lots and Common Areas so long as Declarant shall own any portion of the property located within the Community. The easements and rights-of-way granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with the enjoyment of the Common Areas.

13.8 Restoration and Repair. In the event that any portion of the Common Areas are damaged or destroyed by casualty, it shall be repaired or restored to substantially the

condition prior to the damage or destruction by the Association, unless it is determined by the Association not to be reasonably practicable under the circumstances.

ARTICLE XIV OTHER EASEMENTS

14.1 Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Area adjacent thereto, and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration). Such reciprocal appurtenant easements for encroachment and overhang shall be allowed to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area, or between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

14.2 Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to, and shall pass with, the title to each Lot, subject to the following provisions:

(1) the right of the Association to charge reasonable dues, assessments and other fees for the use of any portion of the Common Area, including the streets, the entrance landscaping, whether or not located on Common Area, any recreational facilities situated upon such Common Area and for privacy protection;

(2) the right of the Association to limit the number of guests of Lot Owners and tenants who may use the Common Area, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, and invitees;

(3) the right of the Association to suspend the voting rights of a Lot Owner and the right of an Owner to use the recreational facilities available for use by the Community, if any, for any period during which any assessment against such Owner's Lot which is hereby provided for remains unpaid; and, for a reasonable period of time, for an infraction of the Declaration, By-Laws, or rules and regulations;

(4) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or for construction, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Area provided that the lien and encumbrance of any such Mortgage given by the Association

shall be subject and subordinate to any rights, interests, options, easements, and privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community. Any such Mortgage on the Common Area shall be subject to approval by the Declarant and at least two-thirds (2/3) of the Total Association Vote (excluding votes held by the Declarant). Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements, or privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community;

(5) subject to the rights of the Declarant, the right of the Board to dedicate or grant licenses, permits, or easements for utilities or other facilities (including, but not limited to, drainage facilities) that are necessary or desirable, over, under, and through the Common Area to governmental entities for public purposes with an instrument signed by at least a majority of the members of the Board and recorded in the office of the Register of Deeds for **Spartanburg** County, South Carolina.

(6) subject to the rights of the Declarant, the right of the Association to dedicate or transfer all or any portion of the Common Area subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by the affirmative vote of the Declarant and at least two-thirds (2/3) of the Total Association Vote (excluding votes held by the Declarant), which has been recorded in the office of the Register of Deeds for **Spartanburg** County, South Carolina.

(7) the right of Declarant, so long as Declarant owns any portion of the property subjected to this Declaration, to create new Common Area, to place advertising signs and literature in any Common Area and to use portions of the Common area, including any improvements thereon;

(8) the right of the Declarant to mortgage, pledge or hypothecate any Common Area, except streets, as security for debts incurred in connection with the improvements to be placed on the Common Area, provided, however, Declarant shall be responsible for such debt(s), and shall pay all principal, interest and other payments as they come due; and

(9) subject to all easements and rights-of-way shown on any recorded plat of the property subjected to this Declaration or any portion thereof and to any other easements of record as of the date this Declaration is recorded.

(b) **Delegation.** Any Lot Owner may delegate such Owner's right of use and enjoyment in and to the Common Area and facilities located thereon to the members of such Owner's family and to such Owner's tenants and guests or contract purchasers who actually reside on the Lot, and shall be deemed to have made a delegation of all such rights to the occupants of such Owner's Lot, if leased. Subject to the provisions of this

Declaration, the Owner of an unoccupied Lot may delegate such rights to the members of the Board of Directors of the Association.

14.3 Easements for Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above, and under all property within the Community, including all Lots, for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof. This easement shall include, without limitation, gas, water, sanitary sewer, telephone, electricity, cable television, security, as well as storm drainage and any other service or system which the Declarant or the Association might decide to have installed to service the Community. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, pipes, cables, and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board, as the case may be, shall have the right to grant such easement over all areas within the Community, including but not limited to Lots and Common Areas.

14.4 Easement for Drainage. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water across all Community property for the purpose of altering drainage and water flow. This right shall include, but is not limited to, altering swales, installing drains, drainage ditches, pipes, inlets, headwalls, and altering channeling, or piping waterflow across any Lot or any property in the Community. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

14.5 Easement for Entry. In addition to the other rights reserved to Declarant and the Association, the Declarant or the Association shall have the right (but not the obligation) to enter upon any property or Lot within the Community for emergency, security, and safety reasons. This right may be exercised by the Declarant or its designee, any officer of the Board, and all governmental employees, policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard or condition in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

14.6 Easement for Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of Declarant or the Association across such portions of the Community, determined in the sole discretion of the Declarant and the Association, as are necessary to allow for the maintenance required by this Declaration. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

14.7 Easement for Entry Features. There is hereby reserved to the Declarant and the Association an easement for ingress, egress, installation, construction, landscaping, and maintenance of entry features and similar streetscapes for the Community, over and upon each Lot as more fully described on the recorded subdivision plats for the Community. The easement and right herein reserved shall include the right to cut, remove, and plant trees, shrubbery, flowers, and other vegetation around such entry features and the right to grade the land under and around such entry features.

14.8 Construction and Sale Period Easement. Notwithstanding any provisions contained in the Declaration, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration terminates and thereafter so long as Declarant owns any property in the Community for development or sale, Declarant reserves an easement across the Community to enable Declarant and any builder or developer approved by Declarant to maintain and carry on such development and construction activities as Declarant may reasonably deem necessary upon any portion of the Community. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be required, convenient, or incidental to the development, construction, and sales activities related to property within or near the Community. This easement shall include, without limitation:

(a) the right of access, ingress, and egress for vehicular and pedestrian traffic and construction activities over, under, on, or in any portion of the Community as well as any Lot in the Community,

(b) the right to tie into any portion of the Community with driveways, parking areas, and walkways;

(c) the right to tie into or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services;

(d) the right (but not the obligation) to construct recreational facilities on Common Area;

(e) the right to carry on sales and promotional activities in the Community;

(f) the right to place direction and marketing signs on any portion of the Community, including any Lot or Common Area;

(g) the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development, and sales activities; and

(h) Declarant and any such builder or developer may use residences, offices, or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices, and may also use recreational facilities available for

use by the Community as a sales office or for marketing purposes without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as provided in this Declaration.

14.9 Irrigation Easements. There is hereby reserved to the Declarant and the Association a blanket easement to pump water from streams and other bodies of water located within the Community for irrigation purposes.

14.10 Fence Easement. Declarant hereby reserves an easement across any Lot which borders upon or contains a portion of any water facility, detention pond, or retention pond for the purpose of access to such facility or pond, and for the purpose of erecting any fence which is either required by the subdivision development and construction plans or governmental regulation, rule, ordinance, or plan approval requirement.

ARTICLE XV GENERAL PROVISIONS

15.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and any such restrictions which may be placed in the deed to such Owner's Lot, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws, or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of lien, a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing. In the event that any enforcement action as contemplated herein is brought by the Association, the violating Owner shall be responsible for the actual attorneys fees and costs incurred by the Association in such action. Any such attorneys fees and costs assessed against an Owner shall constitute a lien on that Owner's Lot and shall be collected as provided herein for the collection of assessments.

15.2 Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the Community to abate or remove, using such force as may be reasonably

necessary, any structure, thing, or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restriction. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

15.3 Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by Declarant, the Association or any Owner, their respective legal representatives, heirs, successors, and assigns perpetually to the extent provided by law. If South Carolina law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time any such provision shall be automatically extended for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of 2/3 of the Lots and the Declarant (if the Declarant still owns any property in the Community or has the right to annex additional property) is recorded within the year immediately preceding the beginning of a ten (10) year renewal period.

15.4 Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration provided that any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration, Declarant may unilaterally amend this Declaration for any other purpose provided that any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended:

(1) for so long as the Declarant owns any property in the Community or has the right to annex additional property, with the affirmative written consent of the Declarant and upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots; and

(2) if the Declarant no longer owns any Property in the Community and no longer has the right to annex additional property, upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots.

15.5 Partition. The Common Area shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots located within the Community.

15.6 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

15.7 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this Declaration are declared to be severable.

15.8 Captions. The captions are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

15.9 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

15.10 Indemnification. To the fullest extent allowed by applicable South Carolina law, the Association shall indemnify every officer of the Association and director of the Association against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. This indemnification shall also include attorney's fees

and expenses incurred in enforcing this indemnification. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

15.11 Books and Records.

(a) **Inspection by Members and Mortgagees.** This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by Declarant or any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) **Rules for Inspection.** The Board shall establish reasonable rules with respect to: (1) notice to be given to the custodian of the records; (2) hours and days of the work when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents.

(c) **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

15.12 Financial Review. A review of the books and records of the Association shall be made annually in the manner as the Board may decide provided that after having received the Board's financial statements at their annual meeting, by a majority of the Total Association Vote, the Owners may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within ninety (90) days of the date of the request.

15.13 Notice of Sale, Lease, or Acquisition. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sales or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot, each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require.

15.14 Agreements. Subject to the prior approval of Declarant (so long as Declarant owns any property for development or sale in the Community, or has the right to unilaterally annex additional property to the Community), all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community

or the privilege of possession and enjoyment of any part of the Community.

15.15 Implied Rights. The Association may exercise any right or privilege given to it expressly by the Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

ARTICLE XVI VARIANCES

Notwithstanding anything to the contrary contained herein, the Declarant and the Board or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the By-Laws and any rule, regulation, or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

ARTICLE XVII ARBITRATION

ALL MEMBERS OF THE ASSOCIATION AGREE THAT ANY DISPUTE ARISING BETWEEN THE MEMBERS AND THE ASSOCIATION, OR ANY DISPUTE ARISING BETWEEN THE ASSOCIATION AND THE DECLARANT OR "POINSETT HOMES, LLC" SHALL BE RESOLVED THROUGH ARBITRATION PURSUANT TO THE RULES PROMULGATED BY THE AMERICAN ARBITRATION ASSOCIATION. THE PARTIES AGREE THAT JURISDICTION AND VENUE FOR ANY DISPUTE RESOLUTION HEREUNDER SHALL BE SPARTANBURG COUNTY, SOUTH CAROLINA.

ARTICLE XVIII CAPITALIZATION OF ASSOCIATION

Upon acquisition of record title to a Lot by the first Owner other than Declarant or a builder, a contribution of \$100.00 ("Initiation Fee") shall be made by or on behalf of the purchaser to the Association as set forth below. The Initiation Fee shall be in addition to, not in lieu of, any annual or special assessments. The Initiation Fee shall be payable at closing, shall not be prorated, and the Association shall have all rights under the Declaration for enforcement of assessments if it is not paid. The Initiation Fee referred to in this paragraph is payable only one time, and will not be charged subsequent purchasers of a Lot once paid.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Declaration by its duly authorized officers or members, to be effective as of the date first above written.

Signed, Sealed and Delivered
in the presence of:

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

S. Gray Walsh
Robin L. Hastings

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

By: _____
Print Name: _____
Its: _____

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 **FOUR BEES, INC.** by JOHN W. BEESON, SR., its PRESIDENT, sign, seal and as its act and deed, deliver the foregoing Declaration; and that (s)he with the other witness, witnessed the execution thereof.

S. Gray Walsh

Sworn to before me this 17th
day of March, 2005.

Robin L. Hastings (L.S.)
Notary Public For South Carolina
My Commission expires 10/02/08

IN WITNESS WHEREOF, the undersigned have executed the foregoing Declaration by its duly authorized officers or members, to be effective as of the date first above written.

Signed, Sealed and Delivered
in the presence of:

POINSETT HOMES, LLC, a South Carolina
limited liability company

Robin D. Hastings
S. Gray Wall

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

Robin D. Hastings
S. Gray Wall

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 Declaration; and that (s)he with, the other witness, witnessed the execution thereof.

Sworn to before me this 28th
day of March, 2005.

Robin D. Hastings (L.S.)
Notary Public For South Carolina
My Commission expires: 10/02/08

S. Gray Wall

EXHIBIT "A"

PROPERTY SUBJECT TO THIS DECLARATION

ALL those certain pieces, parcels or lots of land situate, lying and being in the County of Spartanburg, State of South Carolina, being shown and designated as Phase 1 on plat of Glenlake Subdivision, prepared by Neil R. Phillips & Company, Inc., dated October 20, 2004, last revised December 28, 2004, recorded in the Office of the Spartanburg County Register of Deeds in Plat Book 157 at Page 250, reference to which plat is hereby craved for a complete metes and bounds description.

LESS, HOWEVER:

ALL those certain pieces, parcels or lots of land situate, lying and being on the eastern side of Stewarts Landing in the County of Spartanburg, State of South Carolina, being shown and designated as Lots 23, 37, 38, 43, 44, 52, and 53 of Phase No. 1' on a plat of Survey of Glenlake Subdivision, Phase No. 1 and Phase No. 3'A', prepared by Neil R. Phillips & Company, Inc., dated October 20, 2004, last revised December 28, 2004, and recorded in the Office of the Spartanburg County Register of Deeds in Plat Book 157 at Page 250. Reference to said plat is hereby craved for a complete metes and bounds description of said Lots.

EXHIBIT "A-1"

PROPERTY SUBJECT TO THIS DECLARATION

ALL those certain pieces, parcels or lots of land situate, lying and being on the eastern side of Stewarts Landing in the County of Spartanburg, State of South Carolina, being shown and designated as Lots 23, 37, 38, 43, 44, 52, and 53 of Phase No. 1' on a plat of Survey of Glenlake Subdivision, Phase No. 1 and Phase No. 3'A', prepared by Neil R. Phillips & Company, Inc., dated October 20, 2004, last revised December 28, 2004, and recorded in the Office of the Spartanburg County Register of Deeds in Plat Book 157 at Page 250. Reference to said plat is hereby craved for a complete metes and bounds description of said Lots.

EXHIBIT "B"

BYLAWS
OF
GLENLAKE UPSTATE
HOMEOWNERS ASSOCIATION, INC.

Binding Arbitration

This is the First page of the Bylaws of Glenlake Upstate Homeowners Association, Inc. Pursuant to South Carolina Code Section 15-48-10 et seq., 1976, as amended, these Bylaws are subject to the following:

THESE BYLAWS ARE SUBJECT TO ARBITRATION UNDER ARTICLE VI HEREIN.
THESE BYLAWS ARE BINDING ON ALL MEMBERS OF THE ASSOCIATION,
INCLUDING ANY PERSON OBTAINING FINANCIAL RIGHTS IN THE HOMEOWNERS
ASSOCIATION.

In the event other pages, including, but not limited to, cover pages, indexes, or tables of contents, are placed in front of this page, those pages shall not be deemed the first page. This page and only this page shall be deemed or considered the first page of the Bylaws for all legal purposes.

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BYLAWS
OF
GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME MEMBERSHIP, APPLICABILITY AND DEFINITIONS

1.1 Name. The name of the corporation shall be **Glenlake Upstate Homeowners Association, Inc.** ("Association").

1.2. Membership. The Association shall have two (2) classes of membership, as is more fully set forth in that certain Declaration of Protective Covenants, Conditions and Restrictions for Glenlake Subdivision ("Declaration"), the terms of those of which pertain to membership are specifically incorporated by reference herein.

1.3. Definitions. The capitalized words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall correspond otherwise.

ARTICLE II
ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

2.1. Place of Meetings. Meetings of the Association shall be held at the Association's principal office or at such other suitable place convenient to the members as may be designated by the Board, either in the Community or as convenient to the Community as possible and practical.

2.2. First Meeting and Annual Meetings. An annual or special meeting shall be held within one year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year.

2.3. Special Meetings. The President may call special meetings. In addition, it shall be the President's duty to call a special meeting of the Association if so directed by resolution of the Board or upon a petition signed by at least five (5%) percent of the Total Association Vote (the consent of the Declarant shall not be required). The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

2.4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of each Lot (as shown in the records of the Association) and to the Declarant, so long as Declarant owns any real property within the Community, a notice of each annual or special meeting of the Association stating the time and place where it is to be held and in the notice of a special meeting, the purpose thereof. If an Owner wishes notice to be given at an address other

than his or her Lot, the Owner shall designate such other address in writing to the Secretary. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

2.5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Such written notice shall be delivered to the Secretary for inclusion in the Association's minutes. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

2.6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.7. Voting. The voting rights of the members shall be as set forth in the Articles of Incorporation and the Declaration, and such voting rights are specifically incorporated by this reference.

2.8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of such member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

2.9. Quorum. The presence, in person or by proxy, of twenty-five (25%) percent of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. Any amendment to this Section shall comply with the provisions of the South Carolina Nonprofit Corporation Act, S.C. Code Section 33-31-10, et seq.

2.10. Action Without A Formal Meeting. Any action to be taken at a meeting of the members, or which may be taken at a meeting of the members, may be taken without a meeting if one or more written consents setting forth the action so taken shall be signed by members holding at least eighty (80%) percent of the Association's voting power. Action taken without a meeting shall be effective on the date that the last consent is executed, and consented to by the Declarant (so long as Declarant owns any property within the Community) unless a later effective date is specified therein. Each signed consent shall be delivered to the Association and shall be included in the minutes of meetings of members filed in the permanent records of the Association. Written notice of

member approval pursuant to this Section must be given to all members who have not signed the written consent. Provided, however, that so long as Declarant holds a majority of the voting power of the Association, Declarant may take action without a meeting, in its sole discretion.

2.11. Action By Written Ballot. Any action to be taken at any annual, regular, or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of an action shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked without the consent of the Board. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the Association's permanent records.

ARTICLE III **BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS**

A. Composition and Selection.

3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 3.2, the directors must reside in the Community and shall be members or spouses of such members; however, no person and his or her spouse may serve on the Board at the same time.

3.2. Directors Appointed by Declarant. The Declarant shall have the right to appoint or remove any member or members of the Board or any officer or officers of the Association until such time as the first of the following events shall occur: (a) December 31, 2012; (b) when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership; or (c) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant such authority to appoint and remove directors and officers of the Association. The directors selected by the Declarant need not be Owners or residents in the Community.

3.3. Number of Directors. The Board shall consist of three members. After the Declarant's right to appoint directors and officers terminates, the Board may expand the number of directors to five or seven members, which shall be filled by a vote of the members in accordance with Section 3.5(b).

3.4. Nomination of Directors. Elected directors shall be nominated from the floor and may also be nominated by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

3.5. Election and Term of Office. Owner-elected directors shall be elected and hold office as follows:

(a) After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting to be held at which Owners shall elect three directors.

(b) Thereafter, directors shall be elected at the Association's annual meeting. All eligible members of the Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected.

At the special meeting in which the Owners initially elect directors, two directors shall be elected to two-year terms and one director shall be elected to a one-year term. At the expiration of the initial term of office of each respective Owner-elected director, a successor shall be elected to serve for a term of two years. The directors shall hold office until their respective successors shall have been elected by the Association.

3.6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed, with or without cause, by a majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than 30 days may be removed by a majority vote of the remaining directors at a meeting. This Section shall not apply to directors appointed by Declarant.

3.7. Vacancies. Vacancies in the Board caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board. Each person so selected shall serve the unexpired portion of the term.

B. Meetings.

3.8. Organizational Meetings. The first meeting of the Board following each annual membership meeting shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

3.9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings. So long as the Declarant has the

right to appoint directors to the Board, Declarant shall have the option to hold only one (1) meeting per fiscal year.

3.10. Special Meetings. Special meetings of the Board shall be held when requested by the President, Vice President, or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director; (d) electronic message, fiber optic, or telecommunication to the director; or (e) by commercial delivery service to such director's home or office. All such notices shall be given or sent to the director's address, telephone number, or other place of delivery as shown on the Association's records. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telecommunication shall be given at least forty-eight (48) hours before the time set for the meeting.

3.11. Waiver of Notice. The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12. Quorum of Board of Directors. At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum of directors is present initially may continue to transact business, notwithstanding the withdrawal of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors at such meeting may adjourn the meeting to a time not less than five (5) or more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present the Board may transact, without further notice, any business which it might have transacted at the original meeting. Any amendments to this Section shall comply with the provisions of the South Carolina Nonprofit Corporation Act, S.C. Code Section 33-31-10, et seq.

3.13. Compensation. No director shall receive any compensation from the Association for acting in such capacity.

3.14. Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation, unless expressly so authorized by the Board.

3.15. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may

become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.16. Action Without A Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records.

3.17. Telephonic Participation. One or more directors may participate in and vote during any regular or special Board meeting by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

C. Powers and Duties.

3.18. Powers. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;
- (b) making assessments to defray the common expenses and establishing the means and methods of collecting such assessments;
- (c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending use restrictions and rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these ByLaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and functions.

(l) contracting with any Person for the performance of various duties and

3.19. Management Agent. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon not more than ninety (90) days' written notice.

3.20. Borrowing. The Board shall have the power to borrow money without the approval of the members of the Association provided that the Board shall obtain membership approval in the same manner as for special assessments, so long as the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing does not exceed ten thousand (\$10,000.00) dollars of outstanding debt at any one time.

3.21. Fining or Suspension Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) or suspend a member's right to use any part of the Common Property unless and until the following procedure is followed:

(a) **Notice.** Written notice shall be served upon the violator by first-class or certified mail sent to the last address of the member shown on the Association's records, specifying:

- (1) the nature of the violation, the fine or suspension to be imposed, and the date, not less than fifteen (15) days from the date of the notice, that the fine or suspension will take effect;
- (2) that the violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine or suspension imposed;
- (3) the name, address, and telephone numbers of a person to contact to challenge the fine or suspension;
- (4) that any statements, evidence, and witnesses may be produced by the violator at the hearing; and

- (5) that all rights to have the fine or suspension reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(b) **Hearing.** If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. No fine or suspension shall be imposed prior to the date that is five (5) days after the date of the hearing.

(c) **Enforcement.** In any action or proceeding to enforce the Declaration, these Bylaws, the rules and regulations of the Association, or decision of the Board, the Association shall be entitled to recover all expenses from the violator, including all attorney's fees.

ARTICLE IV **OFFICERS**

4.1. Officers. The officers of the Association shall be a President, Secretary, and Treasurer. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board. The Board may appoint such other officers, including one or more Vice Presidents, Assistant Secretaries, or Assistant Treasurers, as it shall deem desirable.

4.2. Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association under Section 3.2, the officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.3. Removal. Any officer may be removed by the Board whenever, in its judgment, the best interests of the Association will be served thereby.

4.4. President. The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the South Carolina Nonprofit Corporation Act.

4.5. Vice President. If appointed by the Board, the Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board and shall have charge of such books and papers as the Board may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in

accordance with South Carolina law.

4.7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may be designated by the Board from time to time.

4.8. Resignation. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V COMMITTEES

Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board.

ARTICLE VI MISCELLANEOUS

6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by resolution of the Board.

6.2. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with South Carolina law, the Articles of Incorporation, the Declaration, these Bylaws, or a ruling made by the person presiding over the proceeding.

6.3. Conflicts. If there are conflicts or inconsistencies between the provisions of South Carolina law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of South Carolina law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

6.4. Amendment. These Bylaws may be amended by the Board if such amendment is necessary: (a) to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) to meet the requirements of an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage

Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to the Declaration; or (d) to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to the Declaration

Further, so long as Declarant has the right unilaterally to subject additional property to the Declaration, Declarant may unilaterally amend these Bylaws for any other purpose; however, such amendment shall not adversely affect the substantive rights or title of any Lot Owner without the consent of the affected Lot Owner.

In addition, these Bylaws may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the Total Association Vote, and the consent of Declarant, so long as Declarant owns any property within the Community.

The U.S. Department of Veterans Affairs (if it is then guaranteeing Mortgages in the Community or has issued a project approval for the guaranteeing of such mortgages) and/or the U.S. Department of Housing and Urban Development (if it is then insuring any Mortgage in the Community or has issued a project approval for the insuring of such mortgages) shall have the right to veto amendments to these Bylaws for as long as the Declarant has the right to appoint and remove the directors and officers of the Association.

6.5. Arbitration. ALL MEMBERS OF THE ASSOCIATION AGREE THAT ANY DISPUTE ARISING BY AND BETWEEN THE MEMBERS, ANY DISPUTE ARISING BETWEEN THE MEMBERS AND THE ASSOCIATION, WHETHER DERIVATIVE OR OTHERWISE, OR ANY DISPUTE ARISING BETWEEN THE ASSOCIATION AND THE DEVELOPER, "POINSETT DEVELOPMENT, LLC", SHALL BE RESOLVED THROUGH ARBITRATION PURSUANT TO THE RULES PROMULGATED BY THE AMERICAN ARBITRATION ASSOCIATION. THE PARTIES AGREE THAT JURISDICTION AND VENUE FOR ANY DISPUTE RESOLUTION HEREUNDER SHALL BE GREENVILLE COUNTY, SOUTH CAROLINA.



**SUPPLEMENTARY DECLARATION OF
PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

**GLENLAKE SUBDIVISION
PHASE 3'A'**

PLAT BOOK 157, PAGE 250

BINDING ARBITRATION

This is the First page of a Supplementary Declaration of Protective Covenants, Conditions and Restrictions for Glenlake Subdivision, Phase 3'A'. Pursuant to South Carolina Code §15-48-10 *et seq.*, as amended, these Covenants, Conditions and Restrictions are subject to the following:

**THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE SUBJECT TO
ARBITRATION UNDER ARTICLE XVII OF THE ORIGINAL DECLARATION.
THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE BINDING ON
ALL OWNERS OF LOTS WITHIN PHASE 3'A' OF GLENLAKE SUBDIVISION,
INCLUDING ANY PERSON OBTAINING FINANCIAL RIGHTS IN SAID LOTS.**

***This Declaration imposes assessments constituting a lien on each Lot in
Phase 3'A' of Glenlake Subdivision. Please contact the Association to
determine the status of a particular Lot with regard to payment of
assessments.***

In the event other pages, including, but not limited to, cover pages, indexes, or tables of contents, are placed in front of this page, those pages shall not be deemed the first page. This page and only this page shall be deemed or considered the first page of the Covenants, Conditions and Restrictions for all legal purposes.

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**SUPPLEMENTARY DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GLENLAKE SUBDIVISION, PHASE 3'A'**

PLAT BOOK 157, PAGE 250

THIS SUPPLEMENTARY DECLARATION is made as of the date set forth on the signature page hereof by **Four Bees, Inc.**, a South Carolina corporation, (hereinafter referred to sometimes as "Four Bees" and sometimes as "Declarant") and **POINSETT HOMES, LLC**, a South Carolina Limited Liability Company (hereinafter, referred to sometimes as "Poinsett").

W I T N E S S E T H

WHEREAS, on March ____, 2005, the Declarant and Poinsett Homes, LLC recorded that certain Declaration of Protective Covenants, Conditions and Restrictions for Glenlake Subdivision, Phase No. 1 (the "Declaration") in the Office of the Register of Deeds for Spartanburg County, South Carolina in Deed Book ____ at Page ____; and

WHEREAS, pursuant to Section 3.2 (Other Property) of Article III (Property Subject to This Declaration) and Article XI (Annexation of Additional Property) of the Declaration, Declarant may annex additional property into the Subdivision; and

WHEREAS, the Declarant and Poinsett desire to annex the real property described on **Exhibit A** ("Phase 3'A' of Glenlake Subdivision") into the Subdivision; and

WHEREAS, Declarant and Poinsett desire to impose upon Phase 3'A' of Glenlake Subdivision certain easements and covenants in addition to those contained in the Declaration; and

WHEREAS, Declarant and Poinsett desire to designate said group of Lots within Glenlake Subdivision as a Neighborhood, as defined herein, for purposes of sharing Exclusive Common Property or receiving other benefits or services which the Association does not provide to all Lots within Glenlake Subdivision,

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on **Exhibit A** hereof to the provisions of this Supplementary Declaration and designates such property as part of a Neighborhood to be known as "Phase 3'A' of Glenlake Subdivision" (sometimes hereinafter

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for convenience referred to as "Phase 3'A'"), the provisions of which Supplementary Declaration shall apply to such property in addition to the provisions of the Declaration. Poinsett Homes joins in this Supplementary Declaration as the owner and holder of record title to some of the Lots situate, lying and being in Phase 3'A' and subjects all of the Lots it owns in Phase 3'A' to the provisions of this Supplementary Declaration and the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplementary Declaration and the Declaration, the provisions of both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplementary Declaration shall be binding upon the Glenlake Upstate Homeowners Association, Inc., a South Carolina nonprofit corporation, in accordance with the terms of the Declaration as supplemented or amended by this document.

ARTICLE I **Definitions**

The definitions set forth in Article I of the Declaration are incorporated herein by reference and supplemented or amended as follows:

"Property" shall mean and refer to that certain real property described in **Exhibit A** and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

ARTICLE V **Assessments**

The provisions set forth in Article V of the Declaration are incorporated herein by reference and amended or supplemented as follows:

Article V (Assessments) of the Declaration is hereby amended to provide the Association with the right to charge reasonable fees to the Owners of Lots in Phase 3'A' for not only their pro rata cost of maintaining the Common Areas in Glenlake Subdivision, but also the cost of maintaining the Exclusive Common Areas and exterior maintenance of residences within Phase 3'A'.

ARTICLE VI**Maintenance and Conveyance of Common Area to Association**

The provisions set forth in Article VI of the Declaration are incorporated herein by reference and amended or supplemented as follows:

Subparagraphs (a) and (b) of the Declaration are hereby amended to also refer to Exclusive Common Areas.

6.1 Association's Responsibility.

(f) As to Lots on which townhomes are constructed, in addition to maintenance of the Common Area and any Exclusive Common Area, the Association shall provide exterior maintenance upon each townhome Lot which is subject to assessment hereunder, as follows: Stain and/or paint the exterior of Residence; and repair, replace and care for roofs, gutters, down spouts, exterior Building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass, screening, or doors, with the exception of staining or painting as stated above. 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 townhome Lot in Glenlake at reasonable times to perform maintenance as provided in this Article. All costs associated with the exterior maintenance, repair and care of townhome Residences and their respective grounds shall be the exclusive and sole responsibility of the Owners of townhomes in the Community and shall be collected from the Owners of townhomes as assessments thereon as provided for herein and in Article V of the Declaration.

(g) As to Lots on which townhomes are constructed, Owners may fence in or screen their deck or patio areas; however, any Owner who fences or screens such areas shall first obtain the written approval of the Association. The Owner shall not plant any vegetation in front or back of his Residence, except with the prior written approval of the Association and the maintenance of such additional plantings shall be the sole responsibility and expense of the Owner. If, in the opinion of the Association, any such Owner fails to maintain his plants in a neat and orderly manner, the Association may revoke the Owner's maintenance rights and remove said plants or assess said Owner for any additional expenses incurred in the maintenance of said plants.

(h) In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its Owner or his family, tenants, contract purchasers, guests, or invitees, the cost of such maintenance, replacement, or repairs shall be added to, and become a part of, the assessment to which such Lot is subject to the extent the costs of such maintenance or repairs is not covered by insurance proceeds.

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Section 6.2 (Owners Responsibility) of Article VI is hereby amended by deleting specific reference to Subparagraph (a) of Section 6.1, so that the opening phrase of Section 6.2 shall read as follows:

"Except as provided otherwise in Article VI, as amended herein, all maintenance..."

ARTICLE VIII **Use Restrictions and Rules**

The provisions set forth in Article VIII of the Declaration are incorporated herein by reference and amended or supplemented as follows:

8.38 Party Walls.

(a) Each wall which is built as a part of the original construction of the Residence upon the property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Subject to the terms and provisions of Article IX (Insurance and Casualty Losses), the cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) Subject to the terms and provisions of Article IX (Insurance and Casualty Losses), if a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Subject to the terms and provisions of Article IX (Insurance and Casualty Losses), notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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(f) Every Owner shall have an easement and right of entry upon the Lot of any other Owner to the extent reasonably necessary to perform repair, maintenance, or reconstruction of a party wall. Such repair, maintenance, or reconstruction shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot or Lots to as near the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.

(g) If any Owner desires to sell his Lot, he may, in order to assure a prospective purchaser that no adjoining Owner has a right of contribution as provided in this Article, request of the adjoining Owner or Owners a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining Owner to make such certification immediately upon request and without charge. If the adjoining Owner claims the right of contribution, the certification shall contain a recital of the amount claimed and the basis therefor.

(h) IN THE EVENT OF ANY DISPUTE ARISING CONCERNING A PARTY WALL, UNDER ANY PROVISION OF THIS ARTICLE, SUCH DISPUTE SHALL BE SETTLED BY ARBITRATION AS PROVIDED UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA AS THEY ARE NOW OR HEREAFTER AMENDED (SECTION 15-48-10 et seq. CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED).

ARTICLE IX Insurance and Casualty Losses

The provisions set forth in Article IX of the Declaration are incorporated herein by reference and amended or supplemented as follows:

9.10 Townhomes - Covenants to Keep Townhome Residences Insured Against Loss, to Rebuild and to Keep in Good Repair. *(The provisions of this section apply to townhome Owners, townhome Lots and townhome Residences in Glenlake Subdivision.)* As to Phase 3'A', the Declarant covenants with the Association, on behalf of itself and on behalf of each subsequent Owner of a townhome Lot within Glenlake Subdivision, and each Owner of any townhome Lot within Glenlake Subdivision, by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, or by exercise of any act of ownership, is deemed to covenant:

(1) The Association shall obtain a group or blanket insurance policy equal to the full replacement value of the townhome project. Said policy shall contain a Replacement Cost Endorsement providing for replacement of townhome Residences from insurance loss proceeds.

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(2) The full amount of any insurance proceeds shall be applied to the rebuilding or repair of any townhome Residence (subject to the provisions and covenants contained in any mortgage or mortgages creating a lien against any Lot).

(3) The Residence shall be rebuilt or repaired in the event of damage thereto provided the Residence is insured under a group or blanket hazard insurance policy which contains a replacement cost endorsement providing for replacement of a Residence from insurance proceeds.

(4) The Owner shall keep the Residence in good repair except for repairs required of the Association.

(5) Premiums for the group or blanket hazard insurance policy shall be a common expense and shall be collectible from townhome Lot Owners in the same manner and to the same extent as provided for annual and special assessments in Article V (Assessments), as amended. The lien for assessments for insurance premiums shall be subordinate to the lien of any first mortgage in the same manner provided for annual and special assessments.

(6) Such policies shall provide that insurance proceeds payable on account of loss of, or damage to, the real property shall be adjusted with the carrier by Glenlake Upstate Homeowners Association, Inc. and shall be payable solely to the homeowner's mortgagee, if any, and the Glenlake Upstate Homeowners Association, Inc. as Insurance Trustee for the homeowner(s). Such insurance proceeds shall be applied to repair or restoration of the property as hereinafter provided. All such insurance policies shall provide that coverage may not be canceled by the carrier without first giving the Glenlake Upstate Homeowners Association, Inc. and the Residence mortgagee, if any, ten days written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any Residence Owner, Member of the Residence Owner's family, the Glenlake Upstate Homeowners Association, Inc., its officers, agents and employees, as well as a waiver of the "pro rata" clause.

(7) The Association shall also obtain a broad form public liability policy covering all Common Area, any Exclusive Common Area and all damage or injury caused by the negligence of the Association or any of its agents, officer or employees in an amount of not less than one million dollars for each occurrence and such policies shall contain a waiver of the right of subrogation against Members of the Glenlake Homeowner's Association, Inc., its officers, agents and employees.

(8) Any Owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable beyond that included in the homeowners policy required by the Association.

Glenlake Suppl Decl - Ph JA - FINAL

(9) In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Association as trustee for the homeowners, the Board of Directors shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly existed. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the Members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance bond for the repair, reconstruction or rebuilding of such Building or Buildings.

(10) Also, the Association may levy in any calendar year, a special assessment for the purpose of defraying the cost of construction, reconstruction, repair or replacement of a Building or Buildings containing single family residential units, to the extent that insurance proceeds under a group insurance policy containing a Replacement Cost Endorsement are insufficient to pay all costs of said construction, reconstruction, repair or replacement to as good condition as existed prior to damage or destruction by fire or other casualty covered by said insurance.

(11) The reconstructed or repaired Residence shall be substantially identical to the destroyed Residence, unless a change shall be approved by the Board, and shall be constructed in conformity with plans submitted to and approved by the Board prior to construction.

(12) If a Residence is not habitable by reason of damage, the obligation of the Owner to pay annual assessment installments shall be suspended either for a period of ninety (90) days or until the Residence is restored to a habitable condition, whichever shall first occur. In the event a Residence is damaged or destroyed, the Owner, at his expense, shall remove all personal debris from the Lot within thirty (30) days, so that it shall be placed in a neat, clean, and safe condition; and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the Residence until paid by the Owner, unless the Residence is thereafter acquired by the Association.

(13) Any Residence which has been destroyed, in whole or in part, by fire or other casualty, and is substantially restored or reconstructed, shall be subject to the provisions of this Declaration and to the By-Laws of the Association.

Glenlake Suppl Decl - Ph 3A - FINAL

(14) The Association shall maintain adequate fidelity coverage against dishonest acts by officers, directors, trustees and employees, and all others who are responsible for handling funds of the Association. Such fidelity bonds shall:

- (a) Name the Association as an obligee;
- (b) Be written in an amount equal to at least 150% of the estimated annual operation expenses of the planned unit development project, including reserves; and
- (c) Contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

ARTICLE XIV **Other Easements**

The provisions set forth in Section 14.1 (Easements for Encroachment and Overhang) of Article XIV (Other Easements) of the Declaration are hereby deleted in their entirety and replaced with the following provision:

14.1 Easements for Encroachment and Overhang. *Declarant contemplates that the townhome Residences to be constructed in Glenlake shall occupy the majority area of the Lot. If any portion of the Common Area or any Exclusive Common Area now encroaches upon any Lot (or the residence thereon) or any Lot (or the residence thereon) now encroaches, or hereafter shall encroach, upon any portion of the Common Area or any Exclusive Common Area as a result of the construction or repair of the Residence on said Lot, or if any encroachment shall occur hereafter as a result of settlement or shifting of the residence or otherwise, a valid easement for the encroachment and for the maintenance of the same is hereby established and shall endure so long as the Residence shall exist. In the event the Residence or improvements on any adjoining Common Area or any Exclusive Common Area shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, the reconstructive encroachments of parts of the Common Areas or any Exclusive Common Areas upon any Lot or over any Lot, or of the Residence upon any portion of the Common Areas or any Exclusive Common Areas due to such reconstruction shall be permitted and valid easements for such encroachments and maintenance thereof shall exist so long as the Residence shall stand.*

Glenlake Suppl Decd - Ph 3A - FINAL

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

[REST OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have executed the foregoing Declaration by its duly authorized officers or members, to be effective as of the date first above written.

Signed, Sealed and Delivered
in the presence of:

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

S. Graywall
Robin L. Hastings

By: [Signature]
Print Name: JOHN W. BEESON, SR.
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, SR., its PRESIDENT, sign, seal and as its act and deed, deliver the foregoing Declaration; and that (s)he with, the other witness, witnessed the execution thereof.

S. Graywall

Sworn to before me this 17th
day of February, 2005.

Robin L. Hastings (L.S.)
Notary Public For South Carolina
My Commission expires: 10/02/08

Glenlake Suppl Decl- Ph 3A - FINAL

IN WITNESS WHEREOF, the undersigned have executed the foregoing Declaration by its duly authorized officers or members, to be effective as of the date first above written.

Signed, Sealed and Delivered
in the presence of:

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

Robin R. Hastings
S. Shaydahl

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

Robin R. Hastings
S. Shaydahl

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

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF GREENVILLE)

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 Supplemental Declaration; and that (s)he with, the other witness, witnessed the execution thereof.

S. Shaydahl

Sworn to before me this 28th
day of March, 2005.

Robin R. Hastings (L.S.)

Notary Public For South Carolina

My Commission expires: 10/02/08

Glenlake Suppl Decl- Ph 3A - FINAL

EXHIBIT A**Phase 3'A' of Glenlake Subdivision**

ALL those certain pieces, parcels or lots of land, with all improvements thereon (if any), situate, lying and being on the eastern side of a private road known as Stewarts Landing in Glenlake Subdivision in the County of Spartanburg, State of South Carolina, being shown and designated as Lots 55A through 55C, 56A through 56D, 57A through 57D, and 58A through 58D of Phase 3'A' on Plat of Phase No. 1 and Phase No. 3'A', Glenlake Subdivision, prepared by Neil R. Phillips and Company, Inc., dated October 20, 2004, last revised December 28, 2004, recorded in the Office of the Spartanburg County Register of Deeds in Plat Book 157 at Page 250, reference to which plat is hereby craved for a complete metes and bounds description.

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

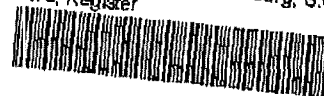
WHEREAS, said development is a new phase in the development of Glenlake Subdivision and the owners wish to submit all of said lots in Phase No. 2'A' Glenlake Subdivision to the Covenants, Conditions and Restrictions governing Glenlake Subdivision, Phase No. 1, as recorded in Deed Book 82-R at Page 862 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:

Deague Rowland

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)

Deague Rowland

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. Gray Wall
Robin R. 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 *4th*
day of August 2005.

Robin R. Hastings (SEAL)
Notary Public for South Carolina

My commission expires: *10/02/08*

S. Gray Wall

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 Nell 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:

gs. Graywall
Robin 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.

Robin L. Hastings (SEAL)
Notary Public for South Carolina

My commission expires: 9/2/08

A. 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 D. 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.

[Signature] (SEAL)
Notary Public for South Carolina
My commission expires: 09/12/08

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 M. 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 M. Belcher (SEAL)
Notary Public for South Carolina
My commission expires: 2/10/07

[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: [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 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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Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Registrar



**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 28th 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

Line in Mr. Beeson's

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 28th
day of December, 2005.

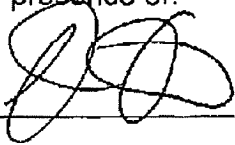
Linda M. Bulcher (L.S.)
Notary Public For South Carolina
My Commission expires: 2/10/09

IN WITNESS WHEREOF, the undersigned Declarant and Poinsett have executed

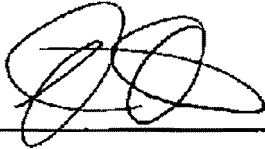
this Second Amendment by their duly authorized officers and members this 9th day of

January, 2006

Signed, Sealed and Delivered
in the presence of:



Marcella F. Harena



Marcella F. Harena

**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

Marcella F. Harena (L.S.)

Notary Public For South Carolina

My Commission expires: 9/28/09

DEED 85 A - PG 314

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

DEE-2006-6620
Recorded 6 Pages on 2/6/2006 3:55:21 PM
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:

[Signature]
Linda W. Belcher

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

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. Shayadali
Robin Hastings

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

S. Shayadali
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. Shayadali

DEED 6 - N PG 898

DEE-2006-46312
Recorded 2 Pages on 8/24/2006 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.

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DEED86-N PG 899

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:

Dwayne Rauland

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

Dwayne Rauland

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.

DEE101 P PG 932

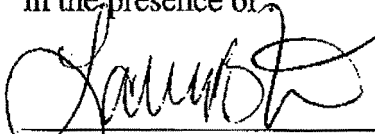
Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration shall remain unchanged and in full force and effect. All capitalized terms used herein which are not defined herein shall have the same meanings given them in the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

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

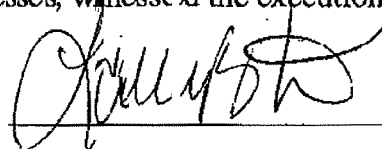
By: 
Print Name: JOHN W. BEESON
Its: President

STATE OF SOUTH CAROLINA)

) **PROBATE**

COUNTY OF SPARTANBURG)

Personally appeared before me, the undersigned witness, who being first duly
sown, 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. Proelcher
Notary Public for South Carolina
My Commission expires: 01-16-17

DEED 1 - SP69961

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

DEF-2012-43514
Recorded 4 Pages on 10/3/2012 10:52:39 AM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Dorothy Earle, Register



**SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PHASE 5 'A' OF GLENLAKE SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PHASE 5 'A' OF GLENLAKE
SUBDIVISION is made as of the latter date set forth on the signature page hereof by
Mark III Properties, Inc. f/k/a Four Bees, Inc., a South Carolina corporation (herein
referred to sometimes as "Four Bees" and sometimes as "Declarant").

WITNESSETH:

WHEREAS, on March 31, 2005, the Declarant recorded that certain Declaration
of Protective Covenants, Conditions and Restrictions for Glenlake Subdivision in the
Office of the Register of Deeds for Spartanburg County 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 (the
"Original Declaration"); and

WHEREAS, the Original Declaration was later amended by a First Amendment
recorded on June 22, 2005 in Deed Book 83-H at Page 27, a Second Amendment
recorded on January 18, 2006 in Deed Book 84-W at Page 644, a Corrected Second
Amendment recorded February 6, 2006 in Deed Book 85-A at Page 314 and a Third
Amendment recorded September 14, 2012 in Deed Book 101-P at Page 928 in the Office

DEED 1 - SP6997

of the Register of Deeds for Spartanburg County. The Original Declaration and all amendments thereto shall be collectively referred to herein as the "Declaration"; and

WHEREAS, Declarant now desires to subject the property known as Phase 5 'A' of Glenlake Subdivision as more particularly shown on a survey prepared for Phase No. 5 'A' of Glenlake Subdivision prepared by Neil R. Phillips & Company, Inc., dated August 24, 2012 and recorded September 7, 2012 in Plat Book 166 at Page 983 in the Office of the Register of Deeds for Spartanburg County (the "Property") to the terms and conditions of the Declaration.

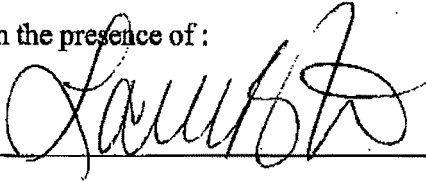
Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration shall remain unchanged and in full force and effect. All capitalized terms used herein which are not defined herein shall have the same meanings given them in the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

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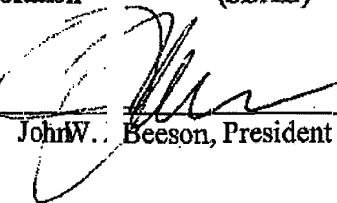
IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration by and through its duly authorized officer this 20th day of Sept., 2012.

Signed, Sealed and Delivered

in the presence of:


Linda M. Belcher

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

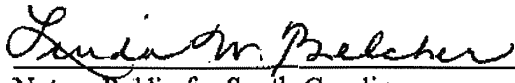
By: 
John W. Beeson, President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that John W. Beeson as President of Mark III Properties, Inc. f/k/a Four Bees, Inc., being duly authorized, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said Corporation.

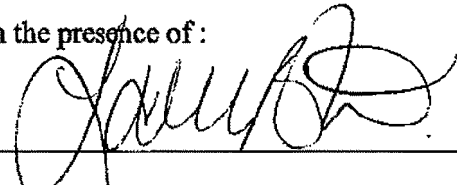
SWORN TO this 20th day of Sept., 2012.

 (SEAL)
Notary Public for South Carolina
My commission Expires: 01-16-17

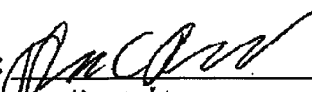
IN WITNESS WHEREOF, the undersigned owner of Lot 165 in Phase 5 'A' of Glenlake
 Subdivision hereby consents to this Supplemental Declaration this 20th day of
Sept, 2012.

Signed, Sealed and Delivered

in the presence of:


Linda W. Precher

Enchanted Construction, LLC, a
 South Carolina limited liability
 company (SEAL)

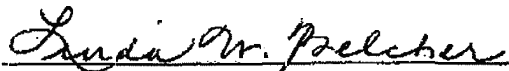
By: 
 Name: M. Kaiser
 Title: Ryan Kaiser

STATE OF SOUTH CAROLINA)
 COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Ryan Kaiser
 as Member of Enchanted Construction, LLC, being duly authorized, personally
 appeared before me this day and acknowledged the due execution of the foregoing instrument on
 behalf of said Company.

SWORN TO this 20th day of Sept, 2012.

 (SEAL)
 Notary Public for South Carolina
 My commission Expires:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)

DEE-2012-50656
 Recorded 3 Pages on 11/15/2012 4:04:00 PM
 Recording Fee: \$10.00 Documentary Stamps: \$0.00
 Office of Register of Deeds, Spartanburg, S.C.
 Dooty Earl e. Register



**FOURTH AMENDMENT TO DECLARATION OF
 PROTECTIVE COVENANTS AND RESTRICTIONS FOR
 GLENLAKE SUBDIVISION**

THIS FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR GLENLAKE SUBDIVISION is made as of the latter date set forth on the signature page hereof by **Mark III Properties, Inc. f/k/a Four Bees, Inc.**, a South Carolina corporation, (herein referred to sometimes as "Four Bees" and sometimes as "Declarant").

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 (the "Original Declaration"); and

WHEREAS, the Original Declaration was supplemented by various Supplemental Declarations to add additional phases to the subdivision and 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, Corrected Second Amendment recorded February 6, 2006 at Deed Book 85-A, Page 314 and Third

Amendment recorded September 14, 2012 in Deed Book 101-P, Page 928. The Original Declaration and all amendments and supplements thereto shall be collectively referred to herein as the "Declaration"; and

WHEREAS, as a result of new development activity in Glenlake Subdivision and the desire for consistency in management thereof, the Declarant hereby desires to amend the Declaration as set forth herein.

NOW, THEREFORE, the Declaration is hereby further amended as follows:

1. Section 4.3(b)(1) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

"(1) December 31, 2020; or"

2. Section 11.1(a) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

"(a) The Declarant shall have the unilateral right, privilege, and option, from time to time, until December 31, 2020 to subject to the provisions of this Declaration the following property ("Annexation");"

The various subsections of Section 11.1(a) shall remain unchanged.

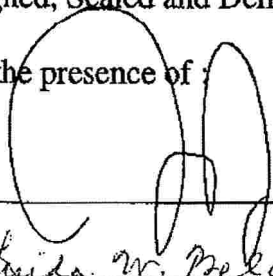
Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration shall remain unchanged and in full force and effect. All capitalized terms used herein which are not defined herein shall have the same meanings given them in the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

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Fourth
 Amendment by and through its duly authorized officer this 8th day of
 November, 2012.

Signed, Sealed and Delivered

in the presence of:


 Linda W. Belcher

**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)
 COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that John W. Beeson as President of Mark III Properties, Inc. f/k/a Four Bees, Inc., being duly authorized, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said Corporation.

SWORN TO this 8th day of November, 2012.

 (SEAL)
 Notary Public for South Carolina
 My commission Expires: 01-16-17

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)

DEE-2012-50658
 Recorded 3 Pages on 11/15/2012 4:04:44 PM
 Recording Fee: \$10.00 Documentary Stamps: \$0.00
 Office of Register of Deeds, Spartanburg, S.C.
 Dorothy Earle, Register



**SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR
 PHASE 2 'C' OF GLENLAKE SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR PHASE 2 'C' OF GLENLAKE
 SUBDIVISION is made as of the latter date set forth on the signature page hereof by
Mark III Properties, Inc. f/k/a Four Bees, Inc., a South Carolina corporation (herein
 referred to sometimes as "Four Bees" and sometimes as "Declarant").

WITNESSETH:

WHEREAS, on March 31, 2005, the Declarant recorded that certain Declaration
 of Protective Covenants, Conditions and Restrictions for Glenlake Subdivision in the
 Office of the Register of Deeds for Spartanburg County 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 (the
 "Original Declaration"); and

WHEREAS, the Original Declaration was later amended by a First Amendment
 recorded on June 22, 2005 in Deed Book 83-H at Page 27, a Second Amendment
 recorded on January 18, 2006 in Deed Book 84-W at Page 644, a Corrected Second
 Amendment recorded February 6, 2006 in Deed Book 85-A at Page 314, a Third
 Amendment recorded September 14, 2012 in Deed Book 101-P at Page 928 and a Fourth

Amendment recorded herewith in Deed Book 102-A at Page 842 in the Office of the Register of Deeds for Spartanburg County. The Original Declaration and all amendments thereto shall be collectively referred to herein as the "Declaration"; and

WHEREAS, Declarant now desires to subject the property known as Phase 2 'C' of Glenlake Subdivision as more particularly shown on a survey entitled "Phase 2 'C' Glenlake Subdivision" prepared by Neil R. Phillips & Company, Inc., dated October 18, 2012 and recorded November 15, 2012 in Plat Book 167 at Page 165 in the Office of the Register of Deeds for Spartanburg County (the "Property") to the terms and conditions of the Declaration.

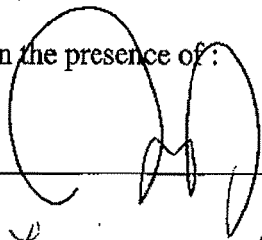
NOW THEREFORE, the Declaration is hereby supplemented and amended to annex the Property to the Glenlake Subdivision and to the terms and conditions of the Declaration. Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration 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.

[REST OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration by and through its duly authorized officer this 8th day of November, 2012.

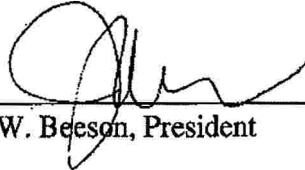
Signed, Sealed and Delivered

in the presence of:


Linda W. Pelcher

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

By:


John W. Beeson, President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that John W. Beeson as President of Mark III Properties, Inc. f/k/a Four Bees, Inc., being duly authorized, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said Corporation.

SWORN TO this 8th day of November, 2012.

Linda W. Pelcher (SEAL)
Notary Public for South Carolina
My commission Expires: 01-16-17



THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PHASE 4 'B' OF GLENLAKE
SUBDIVISION is made as of the latter date set forth on the signature page hereof by
Mark III Properties, Inc. f/k/a Four Bees, Inc., a South Carolina corporation (herein
referred to sometimes as "Four Bees" and sometimes as "Declarant").

WHEREAS, on March 31, 2005, the Declarant recorded that certain Declaration of Protective Covenants, Conditions and Restrictions for Glenlake Subdivision in the Office of the Register of Deeds for Spartanburg County 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 (the "Original Declaration"); and

1

Amendment recorded November 15, 2012 in Deed Book 102-A at Page 842 in the Office of the Register of Deeds for Spartanburg County. The Original Declaration and all amendments thereto shall be collectively referred to herein as the "Declaration"; and

WHEREAS, Declarant now desires to subject the property known as Phase 4 'B' of Glenlake Subdivision as more particularly shown on a survey prepared for Phase No. 4 'B' of Glenlake Subdivision prepared by Neil R. Phillips & Company, Inc., dated November 27, 2012 and recorded 1-9-13, 2012 in Plat Book 167 at Page 294 in the Office of the Register of Deeds for Spartanburg County (the "Property") to the terms and conditions of the Declaration.

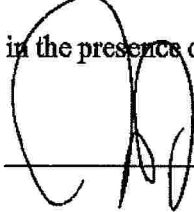
Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration shall remain unchanged and in full force and effect. All capitalized terms used herein which are not defined herein shall have the same meanings given them in the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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration by and through its duly authorized officer this 8th day of January, 2013

Signed, Sealed and Delivered

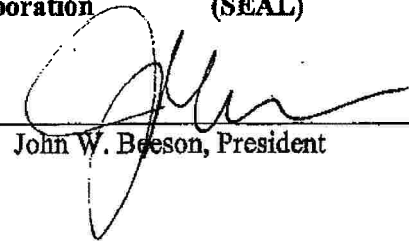
in the presence of:



Linda M. Peltier

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

By:



John W. Beeson, President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that John W. Beeson as President of Mark III Properties, Inc. f/k/a Four Bees, Inc., being duly authorized, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said Corporation.

SWORN TO this 8th day of January, 2013

Linda M. Peltier (SEAL)
Notary Public for South Carolina
My commission Expires: 01-16-17

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Glenlake Upstate Homeowners Association, INC.

RECORDING OF DOCUMENTS PURSUANT TO
THE SOUTH CAROLINA HOMEOWNERS
ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-
110 TO -170):

1. FIRST AMENDMENT TO BYLAWS OF
GLENLAKE UPSTATE HOMEOWNERS
ASSOCIATION, INC.
2. GLENLAKE UPSTATE HOMEOWNERS
ASSOCIATION, INC. BOARD RESOLUTION
2018-008
3. GLENLAKE UPSTATE HOMEOWNERS
ASSOCIATION, INC. BOARD RESOLUTION
2018-010
4. GLENALKE UPSTATE HOMEOWNERS
ASSOCIATION, INC. BOARD RESOLUTION
2018-014
5. GLENLAKE UPSTATE HOMEOWNERS
ASSOCIATION, INC. RULES NON-
COMPLIANCE FINES
6. GLEN LAKE HOMEOWNERS ASSOCIATION
CLUBHOUSE RESERVATION FORM
7. GLEN LAKE COMMUNITY POOL RULES
8. POOL PARTY POLICY FOR GLEN LAKE
COMMUNUITY POOL
9. GLEN LAKE ARCHITECTURAL COMMITTEE
REQUEST FORM

Declaration originally recorded in Book 82-R at Page 862

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Protective Covenants, Conditions, and Restrictions For Glenlake Subdivision, Phase No. 1 was recorded on March 31, 2005 in the Office of the Register of Deeds for Spartanburg County in Deed Book 82-R at Page 862 (as amended and supplemented, the "**Declaration**"); and

WHEREAS, pursuant to the Declaration, Glenlake Upstate Homeowners Association, INC. is the Homeowners Association for Glenlake Subdivision; and

WHEREAS, Glenlake Upstate Homeowners Association, INC. desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Glenlake Upstate Homeowners Association, INC. does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

DEE-2019-1461



DEE BK 122-K PG 900-928

Recorded 29 Pages on 01/10/2019 02:29:02 PM

Recording Fee: \$35.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

Dorothy Earle, Register Of Deeds

1. First Amendment to Bylaws Of The Glenlake Upstate Homeowners Association, Inc., Attached As **Exhibit A**
2. Glenlake Upstate Homeowners Association, Inc. Board Resolution 2018-008, Attached As **Exhibit B**
3. Glenlake Upstate Homeowners Association, Inc. Board Resolution 2018-010, Attached As **Exhibit C**
4. Glenlake Upstate Homeowners Association, Inc. Board Resolution 2018-014, Attached As **Exhibit D**
5. Glenlake Upstate Homeowners Association, Inc. Rules Non-Compliance Fines, Attached As **Exhibit E**
6. Glenlake Upstate Homeowners Association Clubhouse Reservation Form, attached as **Exhibit F**
7. Glen Lake Community Pool Rules, attached as **Exhibit G**
8. Pool Party Policy for Glen Lake Community Pool, attached as **Exhibit H**
9. Glen Lake Architectural Committee Request, attached as **Exhibit I**

IN WITNESS WHEREOF, Glenlake Upstate Homeowners Association, INC. has by its duly authorized officer set its hand and seal this 10 day of January, 2019.

[Signature Pages to Follow]

SIGNED SEALED AND DELIVERED
in the presence of:

Megan M. Blackwell
(witness #1)

[Signature]
(witness #2)

Glenlake Upstate Homeowners Association, INC

By: [Signature] (L.S.)

Print Name: ROB HANSEN

Its: VICE PRESIDENT AND ACTING PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Tanner Humphries, Notary Public for the State of South Carolina, do hereby certify that Glenlake Upstate Homeowners Association, INC, by ROB HANSEN, its VICE PRESIDENT AND ACTING PRESIDENT, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 10 day of January, 2019.

Tanner Humphries
Notary Public for South Carolina
My Commission Expires: 7/25/2021

EXHIBIT A

FIRST AMENDMENT TO BYLAWS OF GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC.

THIS FIRST AMENDMENT TO BYLAWS OF GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC. is made as of this 7th day of March, 2006.

1. ARTICLE III - BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS:

Paragraph 3.3 (Number of Directors) is revised by changing the second sentence to read as follows:

After the Declarant's right to appoint directors and officers terminates, the Board shall expand the number of directors to five or seven members, which shall be filled by a vote of the members in accordance with Section 3.5(b).

Paragraph 3.5 (Election and Term of Office):

a. Subparagraph **(a)** is changed so that five (5) directors shall be elected rather than three.

b. The first sentence of the second paragraph of Subparagraph **(b)** is hereby deleted and replaced with the following sentence. Changes are noted in italics:

At the special meeting in which the Owners initially elect directors, *three* directors shall be elected to two-year terms and *two directors* shall be elected to one-year terms.

c. The following provision is hereby added:

(c) At all times after the expiration of Declarant's right to appoint directors and officers, at least one member of the Board of Directors shall be an Owner-occupant of a Lot on which a townhome is constructed. Any such director(s) shall also sit on the Townhome Committee, as described elsewhere in the Bylaws and the Declaration.

2. ARTICLE V-COMMITTEES:

The Article is hereby amended by making the existing language Paragraph 5.1 and by adding Paragraph 5.2 as noted below:

5.1 General Committees. Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board.

5.2 Townhome Committee. Immediately prior to the termination of the Declarant's right to appoint directors and officers, there shall be created by the Board a "Townhome Committee." The Townhome Committee shall have five (5) members, all of whom shall be Owners and occupiers of townhome Lots. Three (3) of the initial Committee Members shall serve two (2) year terms and two (2) of the initial Committee Members shall serve one (1) year terms. Thereafter, the Members of the Townhome Committee shall be nominated and elected exclusively by those Members of the Association who are Owners of townhome Lots and those Members so elected shall serve one (1) year terms. Upon proper vote, Members of the Townhome Committee may be re-elected for additional terms. The Board of Directors shall delegate to the Townhome Committee the following rights and duties:

1. With respect to those matters which pertain exclusively to the management and maintenance of the townhomes in the Community, any and all rights of the Board provided by the Bylaws, the Declaration or by law, including, but not limited to,

a. The preparation and adoption of an annual budget in which there shall be established the contribution of each townhome Lot Owner to the exterior maintenance of the townhome Residences and their respective grounds ("Townhome Assessments"), including the establishment of reserves;

b. The imposition of Townhome Assessments, including special assessments;

c. Providing for care, upkeep and exterior maintenance of the townhome Residences, including the maintenance and upkeep of their respective grounds;

d. Designating, hiring and dismissing the personnel necessary for the above-described maintenance functions, and contracting with any necessary persons for the performance of such duties;

e. Complete authority to approve or disapprove the expenditure of any Townhome Assessments or reserves.

f. The right and duty to obtain the hazard insurance policy(ies) contemplated by Article IX, Paragraph 9.1(b) of the Declaration.

g. Such other rights, powers and duties of the Board, that the Board may delegate to the Townhome Committee by majority resolution.

Provided, however, that nothing in this Article shall be construed as allowing the Townhome Committee to eliminate the responsibility to properly provide for the exterior maintenance and upkeep of the townhome Residences and their respective grounds, and the maintenance of insurance on the townhome structures, as described on the Declaration.

2. The funds collected from Townhome Assessments and any special Townhome Assessments shall be deposited in a separate account held by the Association (the "Townhome Account") and shall be separately accounted for. The Townhome Committee, or its duly authorized designee, shall have exclusive signature authority of the Townhome Account.

Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Bylaws of Glenlake Upstate Homeowners Association, Inc., shall remain unchanged and in full force and effect.

**Glen Lake Homeowners Association
Clubhouse Rental Agreement
Clubhouse Address: 202 Stewarts Landing, Boiling Springs, SC 29316**

The clubhouse may be reserved for a maximum of twelve (12) hours on the day of the event, from the hours of **10:00 AM to 10:00 PM. THIS INCLUDES ALL SET-UP AND CLEAN-UP TIME.** Usage of the clubhouse by the renter or their guests outside of that allotted 12-hour block is a violation of this agreement.

The clubhouse must be reserved at least ten (10) days prior to the event. Rental of the clubhouse, and hosting an event there, is an exclusive privilege of Glen Lake residents only. Renting the facility on behalf of a friend or relative is prohibited.

To reserve the clubhouse, a member in good standing of the Glen Lake Homeowners Association must pay the rental fee (\$150.00), pay the security deposit (\$200.00), and complete and sign the Glen Lake Homeowners Association Clubhouse Reservation Form. These payments and the form should be brought to the office of Hinson Management, Inc., during normal business hours, Monday through Friday. The payment checks must be from the homeowner.

Violation of any of the responsibilities in the Agreement may result in fines and/or loss of the security deposit.

If there are issues with the condition or cleanliness of the clubhouse when the renter enters it to prepare for an event, the renter must take pictures and send them to kelli@hinsonmanagement.com.

Clubhouse and Event Limitations:

- Maximum of 75 attendees allowed at an event held from Memorial Day Weekend through Labor Day. Maximum of 100 attendees allowed at an event held on all other dates.
- USE OF THE POOL AND POOL AREA WHILE USING THE CLUBHOUSE IS NOT ALLOWED. Attendees will not be permitted in the pool or pool area. Bathing suit attire is not permitted in the clubhouse.
- The homeowner must be in attendance at the event the entire time.
- During pool season, the hallway and bathroom floors likely will be wet.
- Smoking is prohibited in the clubhouse, restrooms and pool area.
- The use of tents, inflatable slides, bouncy houses, water slides, fire pits, charcoal grills and gas grills on clubhouse property is prohibited.
- No kegs are allowed in the clubhouse, but may be stored outside on the wooden deck off the kitchen.
- Sixteen (16) white six-foot tables and ninety-six (96) white plastic chairs are located in the storage room of the clubhouse and may be used for events. They are to be used inside only and not taken outside onto the wooden deck, front porch and driveway, or the concrete area around the pool.
- Do not take the upholstered furniture, coffee table or area rug outside.
- Tables or chairs must not be leaned against the inside walls because that will damage the wall paint.
- The renter must provide all necessary trash bags, cleaning supplies (including vinegar for the floors), and paper products.
- The renter must communicate the "Guest And Host Parking" regulations (see next page) to all guests.

IMPORTANT- GUEST AND HOST PARKING:

WARNING: Street parking is not allowed due to the safety hazard it creates. Cars passing by cannot see over the hill and therefore cannot safely leave their lane to maneuver around parked cars. Additionally, cars are frequently attempting to turn onto the main road from side streets near the clubhouse and need to see clearly to do so.

Parking along the main street, side streets and cul-de-sac near the clubhouse is strictly prohibited. It is your responsibility to communicate this policy to your guests and to enforce this during the entire 12 hours of your event. The renter will be fined if this rule is violated, and offending vehicles may be towed at their owners' expense.

The small lot directly in front of the clubhouse is for temporary parking only to allow loading and unloading of people and supplies. Aside from the two (2) handicapped spaces, this parking lot and its driveway must be kept open to ensure complete access to the clubhouse/pool by emergency vehicles and personnel. Do not use this lot for long-term parking during events. **You and your guests should use the main parking lot just past the clubhouse, and the parking spaces in front of the playground.**

The two (2) handicapped spaces in the small clubhouse lot are to be used only by properly tagged vehicles belonging to event hosts and guests, or Glen Lake residents using the pool. Again, please keep the rest of the lot and the driveway clear. This is especially important during pool season when handicapped residents using the pool are coming and going.

In summary, all event hosts and guests whose vehicles do not display official handicapped tags must park in the large main lot across the street or in the playground parking lot. If they park in the clubhouse loading zones or driveway, or along the streets, or in the cul-de-sac near the clubhouse, their cars may be towed at their expense and the host will be in violation of this Agreement.

Clubhouse Key:

The clubhouse key is to be picked up at the office of Hinson Management, Inc. during normal business hours on the last business day prior to the event and returned on the first working day following the event (or left in the drop box at the office prior to that time). **Possession of the key does not permit the homeowner or any guest to access the clubhouse at any time prior to, or after, the 10:00 AM to 10:00 PM block of time reserved for the event.** For example, even though the key may be picked up on Friday for a Saturday or Sunday party, the renter may not go into the clubhouse to decorate or set up for the event until 10:00 AM on the actual day of their party. Usage of the clubhouse by the renter or their guests outside of their allotted time is a violation of this agreement.

Decorations that Damage the Clubhouse and Result in Extra Fees:

- Do not use tacks or staples to secure any decoration to the walls, ceiling or mantle. If tape is used, it must be a clean release tape that will not leave residue or remove the paint. If there is damage to the clubhouse, the renter assumes responsibility for all repair and cleaning costs.
- The use of glitter and confetti is strongly discouraged because it is extremely difficult to remove completely. If used, it must be completely cleaned up using a vacuum or Shop-vac to ensure that it is all removed. If there is glitter or confetti left behind the renter assumes responsibility for all extra cleaning costs.
- Using helium balloons as decorations is not recommended because they can get entangled in the ceiling fans. If a balloon becomes entangled in a ceiling fan, the renter must either remove it or assume responsibility for all removal and repair costs.

Renter's Cleaning Responsibilities:

The clubhouse must be left in rent-ready condition. Please be a good neighbor and respect the next resident using the clubhouse!

Before exiting the clubhouse after the event, the renter should --

- Empty and wipe out the refrigerator and freezer.
- Wipe the microwave (inside and outside).
- Clean all spills, crumbs and fingerprints from the counter tops, appliances and glass coffee table top.
- Clean out the kitchen sink. Wipe down the sink and faucets. Leave no food or ice in the disposal.
- Restrooms: In the off-season when the pool is closed, flush the toilets, and clean them and the bathroom sinks if necessary. Remove trash from garbage can and replace bag. Turn off the lights and exhaust fans. During pool season, simply flush the toilets since homeowners will be using the restrooms. In all cases, make sure the faucets are turned completely off and water is not running in the sinks.
- Remove all loose party trash from all outdoor areas (front porch and parking lot, side wooden deck, pool pavilion) and clean up any spills.
- Clean the tables and chairs and return them to the racks located in the storage room. Never lean the tables and chairs against the wall while gathering them and putting them away. Use extreme caution if entire racks have been removed from the storage room. It is difficult to navigate the racks through the doorway without causing damage to the door frame.
- ALL CRUMBS & DEBRIS MUST BE SWEEPED UP/COMPLETELY REMOVED FROM THE FLOORS, RUGS AND FURNITURE!
- Mop or spot-clean all spills, dried food and footprints from the floors (please use only vinegar & water). Note that sometimes spots are difficult to see- please check wood floors very carefully.
- Return the artificial plant, upholstered furniture, coffee table and rug to their original positions if they have been rearranged.
- Clean food smears from the kitchen garbage can and lid, and replace the bag.
- Take all bagged trash outside and place it in the large green garbage carts located near the pool deck. Do not leave the garbage bags on top of the carts or on the ground. Any bags that will not fit into the carts must be taken away by the renter.

Upon exiting the clubhouse, the renter should --

- Turn off the gas logs if they were used.
- In colder months, set the heat to 65 degrees to prevent frozen pipes.
- In Pool Season (May through September), set the air conditioning to 75 degrees to keep the restroom area cooled for residents using the pool.
- LOCK THE DOOR BETWEEN THE CLUBHOUSE AND THE RESTROOM HALLWAY. If this hall door is left unlocked, persons at the pool will have access to the clubhouse.
- Turn off all ceiling fans, interior lights, and exterior lights (except for those on timers/photocells).
- SECURE THE CLUBHOUSE- LOCK ALL EXTERIOR DOORS!

Glen Lake Homeowners Association Post-Event Clubhouse Inspection:

After each event, the clubhouse will be checked to ensure that all clean-up duties have been performed and no damage has been done. The renter is responsible for all repair costs for damages to the facilities that occurred during their event. Any violation of this Agreement may result in loss of the security deposit.

Note that all items from the event must be removed from the clubhouse after the event. Items may not be stored inside or outside of the clubhouse overnight, unless the clubhouse has been rented for consecutive days.

YOUR DETAILED CHECKLIST FOR CLEANING THE GLEN LAKE CLUBHOUSE

- ☐ All items from your event must be removed from the clubhouse. Items may not be stored inside or outside of the clubhouse overnight unless you have rented the clubhouse for consecutive days.
- ☐ Empty and wipe out the refrigerator and freezer.
- ☐ Wipe the microwave (inside and outside).
- ☐ Clean all spills, crumbs and fingerprints from the counter tops, appliances and glass coffee table top.
- ☐ Clean out the kitchen sink. Wipe down the sink and faucets. Do not leave food or ice in the disposal.
- ☐ Restrooms: In the off season when the pool is closed, flush all toilets and clean them and the bathroom sinks if necessary. Remove trash from trash can and replace bag. Turn off the lights and exhaust fans. During pool season, simply flush the toilets since homeowners will be using the restrooms. In all cases, make sure the faucets are turned completely off and water is not running in the sinks.
- ☐ Remove party trash from all outdoor areas (front porch and parking lot, side wooden deck, pool pavilion) and clean up spills from food or drinks.
- ☐ Clean the tables and chairs. Return them to the racks located in the storage room. While gathering them and putting them away, do not lean them against the walls as this will damage the wall paint. Please use extreme caution if you move an entire rack from the storage room. It is difficult to navigate the racks through the doorway without causing damage to the door frame.
- ☐ ALL CRUMBS AND DEBRIS MUST BE SWEEPED AND REMOVED FROM THE FLOORS, RUGS AND FURNITURE! Mop or spot-clean all spills and footprints (please use vinegar & water). Note that sometimes spots on the floors are difficult to see- please check the floors very carefully.
- ☐ Return the artificial plant, upholstered furniture, coffee table and rug to their original positions if you have rearranged them.
- ☐ Clean out the kitchen trash can and replace the bag. Remove all bagged trash from the clubhouse and place it in the large green garbage carts located near the pool deck. Do not leave trash bags on top of the carts or on the ground. If your garbage cannot fit in the carts, you must take the excess with you.
- ☐ Turn off all ceiling fans, interior lights, and exterior lights except those with timers or photocells.
- ☐ During pool season (May through September), set A/C to 75 degrees to keep restroom area cooled for residents using pool. During cold months, set heat to 65 degrees to prevent frozen pipes.
- ☐ If you used the gas logs, turn them off.
- ☐ **Lock the door between the clubhouse and the hallway to the restrooms.** If this door is left unlocked, persons at the pool will have access to the clubhouse.
- ☐ **SECURE THE CLUBHOUSE- Lock all exterior doors!**
- ☐ Return the key to Hinson Management, Inc. on the first working day following your event or put the key in the drop box at their office prior to that time.

Exhibit G

Glen Lake Community Pool Rules

Pool Opens May 1st and Closes September 30th

Resident Exercise Only Swim - 8:00 a.m. to 9:00 a.m.

Resident Hours - 9:00 a.m. to 9:00 p.m

- **IMPORTANT:** Users must always completely shut the entrance gate upon entering and leaving the pool to prevent unauthorized use. Do not prop the gate open at any time. Do not open the gate for anyone who does not have an access fob. Do not open the gate for anyone whose fob is not working. It is possible that their fob is not working because their pool privileges have been revoked and they are not permitted to enter.
- Non-swimmers must be accompanied by a capable swimmer at all times.
- Only four (4) guests per household are allowed at any one time. Guests must always be accompanied by a resident. Homeowners are responsible for the actions of their guests, including any damages that may be incurred.
- Solo swimming is prohibited. There is no lifeguard on duty.
- Absolutely no diving, backflips or somersaults permitted.
- No running, boisterous or disruptive behavior will be permitted in the pool or pool area. Games that disturb other swimmers are not permitted in the pool or pool area.
- Skateboarding is prohibited in the pool area.
- **EARPHONES MUST BE USED WHEN LISTENING TO MUSIC ON PERSONAL AUDIO DEVICES. DO NOT USE PORTABLE SPEAKERS.**
- **NO SMOKING** is allowed in the pool, pool area and restrooms.
- Persons under the influence of drugs or alcohol are not permitted in the pool or pool area.
- Persons with communicable diseases of the skin/eye, or with nasal infections, may not use the pool.
- Swim diapers are required on all children who are not restroom trained.
- Proper swim attire must be worn at all times. No street clothing allowed in pool.
- The following are not permitted in the pool or pool area: animals, grills, glass containers, and water balloons.
- Pool furniture may not be removed from the deck area. No chairs should be placed in the water in the kiddie pool.
- Pool telephone is for 911 and short local calls only.
- All personal trash must be disposed of in the provided receptacles.
- Please do not allow trash, food items, pool toys or articles of clothing to fall into the pool as these can block or damage the filters.
- All personal belongings must be removed before leaving the pool area. Please close your umbrella before leaving the pool area.
- Only vehicles with Handicap tags may use the 2 parking spaces in the small lot directly in front of the clubhouse. A loading/unloading zone must be maintained at all times. Long-term parking is prohibited in the Loading Zone. GOLF CARTS ARE CONSIDERED VEHICLES UNDER SOUTH CAROLINA STATE LAW AND MUST FOLLOW THE PARKING RULES AS WELL.

THESE RULES ARE FOR THE SAFETY AND SWIMMING PLEASURE OF YOU AND YOUR FELLOW RESIDENTS. IT IS THE RESPONSIBILITY OF EACH RESIDENT TO SEE THAT THESE RULES ARE ENFORCED IN ORDER TO MAINTAIN A SAFE AND PLEASANT POOL AREA FOR THE ENJOYMENT OF ALL GLEN LAKE RESIDENTS. SUSPENSION OF POOL PRIVILEGES MAY RESULT FOR ANY RESIDENT WHO FAILS TO COMPLY WITH THESE RULES OR WHO CREATES A SAFETY HAZARD FOR OTHERS.

Exhibit H

Pool Party Policy for Glen Lake Community Pool

1. Reservation for a SMALL Pool Party **must** be made with Hinson Management. Glen Lake homeowner's signature is required on this form.
2. Maximum of 20 people. This includes ALL individuals, both children (under age 18) and adults, whether they are swimming or not. **REQUIRED: Minimum of 1 adult for every 4 children.**
3. 2-hour time limit; scheduled during regular pool operation hours (9am-9pm).
4. May NOT be scheduled on a holiday (Memorial Day, 4th of July, Labor Day).
5. Only 1 party allowed per day.
6. No fee.
7. The homeowner who hosts a pool party must be present the entire time.
8. Personal belongings of pool party guests, such as towels and shoes, should be consolidated to a few lounge chairs and/or a table.
9. The homeowner assumes all responsibility for the behavior and actions of their guests. Be kind and respectful to your fellow neighbors who are also enjoying the pool and pool area. Disruptive/inappropriate behavior will not be tolerated. **All posted pool rules must be followed.** Food and drink is allowed at the tables and chairs area, but no food or drink is allowed IN THE POOL.
10. The hosting homeowner is fully responsible for any damages incurred.
11. All trash including food, drinks, paper/plastic serving products, wrapping paper, and other party items must be completely cleaned up afterward. Trash must be placed inside the on-site garbage carts. Do not leave bags on top of the carts or on the ground. If there is not enough room in the carts, you must take your trash with you.
12. **Reserving a 2-hour block of time for a small pool party does not give access to the Clubhouse.**
13. **Homeowners may not rent the Clubhouse and host a pool party at the same time.**

By signing this form, I am acknowledging my review and acceptance of the Glen Lake Pool Party Policy. I understand that **violation of any of these responsibilities** will result in the loss of my pool use privileges. I further understand that I am responsible for, and I agree to pay for, any damage to the facilities resulting from my Pool Party. I acknowledge that Pool Parties are to be hosted exclusively by Glen Lake residents in good standing. Therefore I will not make a reservation on behalf of a relative or friend. I will be present the entire time of my Pool Party.

Homeowner's Signature: _____ Date: _____

Witness from Hinson Management Signature: _____



Exhibit I
Hinson Management, Inc.
tanner@hinsonmanagement.com
8499 Valley Falls Road (physical address)
P.O. Box 160207 (mailing address)
Boiling Springs, SC 29316
Phone: 864-599-9019 Fax: 864-599-9029

Hinson office use only:

____ Received
____ Sent to BOD
____ Approved
or Denied

Glen Lake Architectural Committee Request

Homeowner: _____

Property Address: _____ **Mailing Address:** _____

Address: _____
City, State, Zip: _____
Contact#: (H) _____ (W) _____ (M) _____
Email Address: _____

Category of Improvement (check one or more)

____ Landscaping ____ Addition ____ Driveway/Parking
____ Fence/Wall *see below ____ Patio/Screen Porch ____ Other _____
____ Satellite Dish ____ Out Building

Checklist/Items ARC will need to proceed: (Please refer to covenants and restrictions regarding your request)

____ Site plan (included in your closing documents)
____ Indicate location of exterior improvements on site plan
____ Grading/Landscaping Plan
____ Include photo, brochure, or sketch of improvement
____ Clear, concise written description (Attach separate sheet)
____ Material listing (including colors, etc)
____ Fence: _____ Height *Fence must be Stockade Arched-up style –stained Sherwin
Williams Belvedere Tan or matching color from another manufacturer.

It is the responsibility of each owner to install all approved fencing in a manner that ensures an adequate distance for future maintenance of said fencing and also the entire property from the fence line to the property line. It is also the property owner's responsibility to obtain permission to attach to a neighboring fence if applicable.

Contractor: _____ Phone: _____

ARC requests will not be accepted for review without the required site plan and improvement specifications. The applicant understands that by completing this form he/she agrees to all guidelines set forth by the architectural review committee and all decisions are final. It is understood that the applicant is responsible to comply with all Federal, State, County, and Local codes. It is the applicant's responsibility to locate all easements, utilities, and property lines. Approval is void if improvement is not started within ninety (90) days from the approval date. Standards of the neighborhood's governing documents apply to completion guidelines. Response to request within 30 days – Items submitted to the committee will not be returned.

Property Owner's Signature: _____ Date _____

For Board or Committee Use only Please

APPROVED: _____ **Date** _____
(or)
DENIED: _____ **Date** _____

Notes: _____

