

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

DEE-2006-2707
Recorded 6 Pages on 1/18/2006 11:27:03 AM
Recording Fee: \$12.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



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

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

WITNESSETH:

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

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

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

1. ARTICLE I - DEFINITIONS:

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

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

2. ARTICLE IV - ASSOCIATION MEMBERSHIP AND VOTING RIGHTS:

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

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

3. **ARTICLE V - ASSESSMENTS:**

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

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

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

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

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

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

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

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

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

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

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

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

[REST OF PAGE INTENTIONALLY BLANK]

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

Signed, Sealed and Delivered in the presence of:

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

[Signature]

By: [Signature]
Print Name: John W. Beeson
Its: President

Linda W. Belcher

By: _____
Print Name: _____
Its: _____

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

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

[Signature]

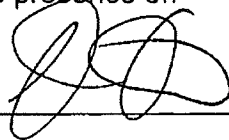
Sworn to before me this 20th day of December, 2005.

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

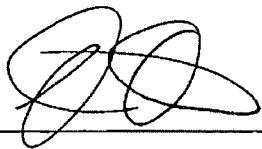
IN WITNESS WHEREOF, the undersigned Declarant and Poinsett have executed this Second Amendment by their duly authorized officers and members this 9th day of

January, 2006

Signed, Sealed and Delivered in the presence of:

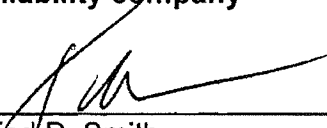


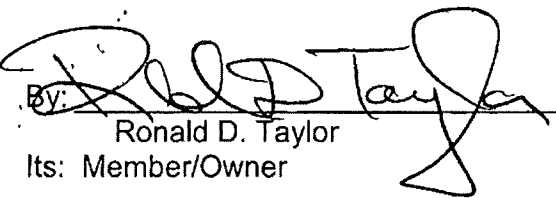
Maella F. Havana



Maella F. Havana

POINSETT HOMES, LLC, a South Carolina limited liability company

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

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

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PROBATE

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



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

Maella F. Havana (L.S.)

Notary Public For South Carolina

My Commission expires: 9/28/09

DEED 85A - PG 314

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

DEE-2006-6820
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:

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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.

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

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

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

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

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

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

Signed, Sealed and Delivered in the presence of:

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

[Signature]
Linda W. Belcher

By: [Signature]
Print Name: John W Beeson
Its: President

By: _____
Print Name: _____
Its: _____

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

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

[Signature]

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

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

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

January, 2006.

Signed, Sealed and Delivered
in the presence of:

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

S. Graywall
Robin Hastings

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

S. Graywall
Robin Hastings

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

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

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

Sworn to before me this 20th
day of January, 2006
Robin Hastings (L.S.)
Notary Public For South Carolina
My Commission expires 10/12/18

S. Graywall