

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.

REST OF PAGE INTENTIONALLY LEFT BLANK

DEE 2005-49098
Recorded 3 Pages on 3/22/2005 3:28:01 PM
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:

Douglas L. Sanderson

Linda M. Prelecher

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. Prelecher (SEAL)

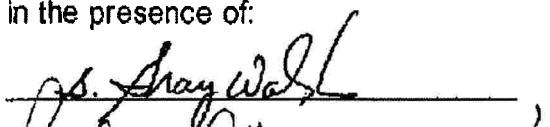
Douglas L. Sanderson

Notary Public for South Carolina
My commission expires: 2/10/07

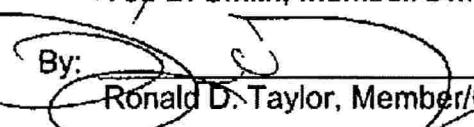
IN WITNESS WHEREOF, the undersigned company, through its duly authorized Member/Owner, has caused this Declaration to be executed and its company seal to be affixed hereto this 4th day of August, 2005.

SIGNED, sealed and delivered
in the presence of:

POINSETT HOMES, LLC (Seal)

By: 

Ted D. Smith, Member/Owner

By: 

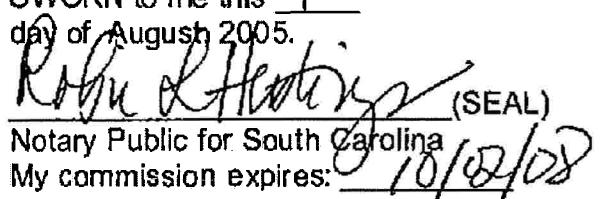
Ronald D. Taylor, Member/Owner

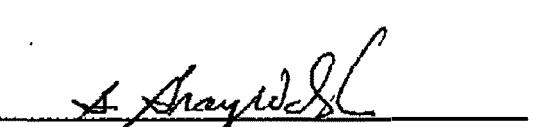
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

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

SWORN to me this 4th
day of August 2005.


Notary Public for South Carolina
My commission expires: 10/08/08



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").

W I T N E S S E T H:

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.

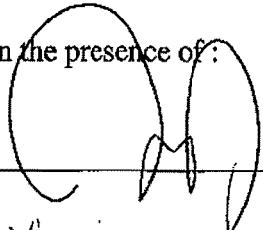
NOW THEREFORE, the Declaration is hereby supplemented and amended to annex the Property to the Glenlake Subdivision and to the terms and conditions of the Declaration. Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration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

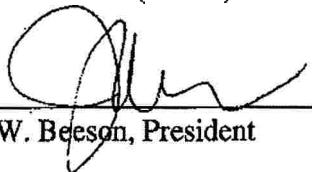


Linda W. Beeson

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

Glenlake Suppl Decl - Ph 3A - FINAL

DEE-2005-15844
Recorded 13 Pages on 3/31/2005 12:45:05 PM
Recording Fee: \$19.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg S.C.
Stephen Ford Register



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.

**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

Glenlake Suppl Decl - Ph 3A - FINAL

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.

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.

Glenlake Suppl Decl - Ph 3A - FINAL

(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.

Glenlake Suppl Decl - Ph 3A - FINAL

(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 3A - 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 Decl - 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:

S. Graywalt
Robin L Hastings

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

By: John Beeson
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.

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:

Robin D. Hastings
s. Shaywels

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

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

Robin D. Hastings
s. Shaywels

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 Supplemental 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

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. 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.

REST OF PAGE INTENTIONALLY LEFT BLANK

DEE-2005-49099
Recorded 3 Pages on 9/22/2005 3:28:20 PM
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:

J. Shaywall
Robin L Hastings

FOUR BEES, INC.

(Seal)

By: J. W. Beeson
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: 9/05/08

J. Shaywall

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:

s. Mayall
Robin Hatcher

POINSETT HOMES, LLC (Seal)

By: Ted D. Smith, Member/Owner
By: Ronald D. Taylor, Member/Owner

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

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

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

Kelli D. Hatcher (SEAL)
Notary Public for South Carolina
My commission expires: 10/12/08

s. Mayall

DEE-2015-7847
Recorded 3 Pages on 2/27/2015 3:22:18 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 3 'C' OF GLENLAKE SUBDIVISION

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PHASE 3 '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").

W I T N E S S E T H:

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 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 3 'C' of Glenlake Subdivision as more particularly shown on a survey entitled "Phase 3'C' Glenlake Subdivision" prepared by Neil R. Phillips & Company, Inc., dated April 3, 2014 and recorded Feb 21, 2015 in Plat Book 169 at Page 552 in the Office of the Register of Deeds for Spartanburg County (the "Property") to the terms and conditions of the Declaration.

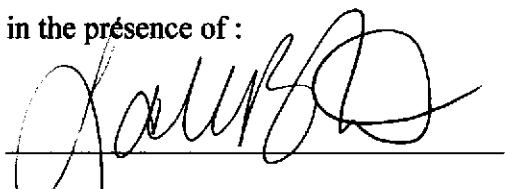
Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration shall remain unchanged and in full force and effect. All capitalized terms used herein which are not defined herein shall have the same meanings given them in the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

[REST OF PAGE INTENTIONALLY BLANK]

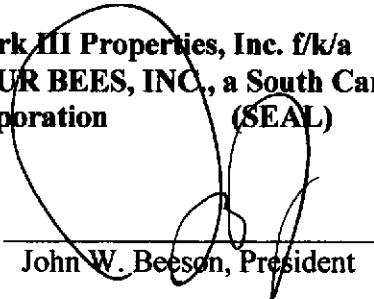
IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration by and through its duly authorized officer this 27th day of February, 2015.

Signed, Sealed and Delivered

in the presence of :


Linda W. Beeson

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

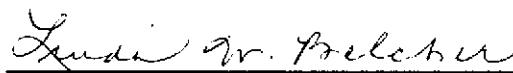
By: 
John W. Beeson, President

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 27th day of February, 2015


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

DEEDS 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.

REST OF PAGE INTENTIONALLY LEFT BLANK

DEED08 b - 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:

Douglas R. Bandana
Linda M. Fletcher

FOUR BEES, INC. (Seal)

By: John W. Beeson
John W. Beeson, Sr., President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared the under-signed 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 M. Fletcher (SEAL)
Notary Public for South Carolina
My commission expires: 3/10/07

Douglas R. Bandana

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

DEE-2013-1086
Recorded 3 Pages on 1/9/2013 12:11:13 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 4 'B' OF GLENLAKE SUBDIVISION**

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").

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 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.

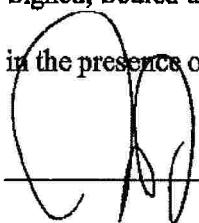
[REMAINDER OF PAGE INTENTIONALLY BLANK]

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:

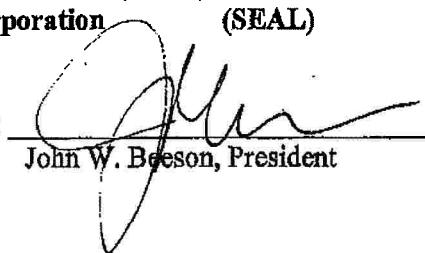


Linda M. Poelcher

**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. Poelcher (SEAL)

Notary Public for South Carolina

My commission Expires: 01-16-17

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

DEE-2014-26972
Recorded 3 Pages on 7/11/2014 4:07:12 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 4 'C' OF GLENLAKE SUBDIVISION

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PHASE 4 '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").

W I T N E S S E T H:

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 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 'C' of Glenlake Subdivision as more particularly shown on a survey entitled "Phase 4'C' Glenlake Subdivision" prepared by Neil R. Phillips & Company, Inc., dated April 3, 2014 and recorded July 11, 2014 in Plat Book 168 at Page 827 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.

[REST OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration by and through its duly authorized officer this 31 day of ^{July} 2014.

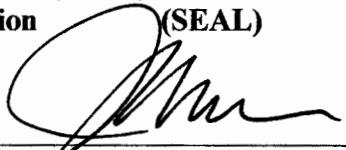
Signed, Sealed and Delivered

in the presence of :

Linda M. Proelsser
John W. Beeson

**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 11th day of July, 2014.

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

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.

DEE-2005-60409
Recorded 3 Pages on 11/17/2005 4:02:26 PM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



REST OF PAGE INTENTIONALLY LEFT BLANK

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

SIGNED, sealed and delivered
in the presence of:

Linda M Belcher

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 November, 2005.

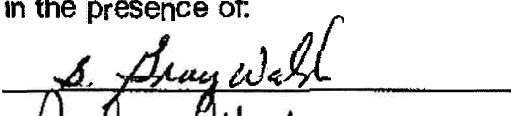
Linda M Belcher (SEAL)
Notary Public for South Carolina
My commission expires: 2/10/07

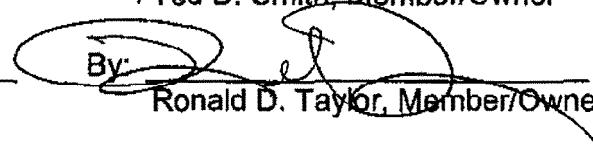
Linda M Belcher

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)

By: 
Ted D. Smith, Member/Owner

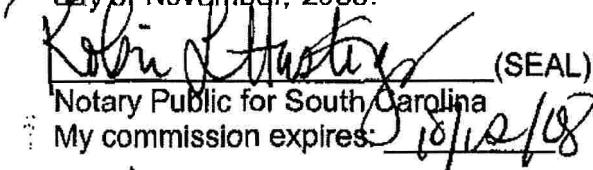
By: 
Ronald D. Taylor, Member/Owner

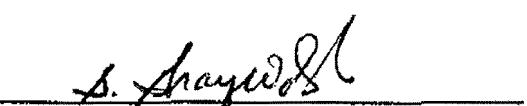
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

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

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


Notary Public for South Carolina
My commission expires: 10/10/08



DEEDO 1 - SPG 996

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

DEE-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").

W I T N E S S E T H:

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

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.

[REST OF PAGE INTENTIONALLY BLANK]

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.

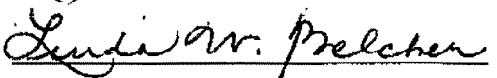
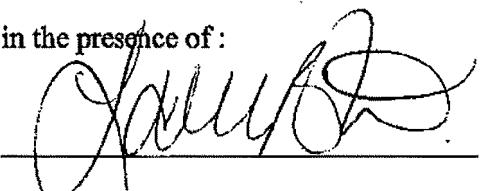
SWORN TO this 20th day of Sept., 2012.

Linda M. Belcher (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

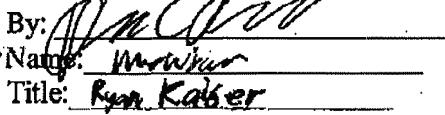
in the presence of:



Linda M. Pelcher

**Enchanted Construction, LLC, a
South Carolina limited liability
company**

(SEAL)



By: _____
Name: Ryan 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.



Linda M. Pelcher (SEAL)

Notary Public for South Carolina

My commission Expires:

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

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

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PHASE 5 '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").

W I T N E S S E T H:

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 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 5 'B' of Glenlake Subdivision as more particularly shown on a survey entitled "Phase 5'B' Glenlake Subdivision" prepared by Neil R. Phillips & Company, Inc., dated April 30, 2014 and recorded April 2, 2015 in Plat Book 169 at Page 68C in the Office of the Register of Deeds for Spartanburg County (the "Property") to the terms and conditions of the Declaration.

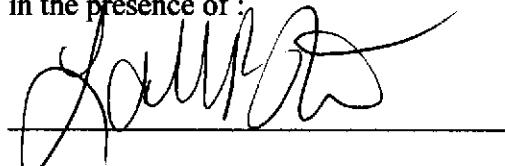
Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration shall remain unchanged and in full force and effect. All capitalized terms used herein which are not defined herein shall have the same meanings given them in the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

[REST OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration by and through its duly authorized officer this 27th day of February, 2015.

Signed, Sealed and Delivered

in the presence of:


Linda W. Prechner

**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 27th day of February, 2015.

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