



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

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

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

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

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

**1. ARTICLE I – DEFINITIONS:**

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

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

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

## **2. ARTICLE V – ASSESSMENTS:**

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

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

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

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

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

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

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

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

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

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

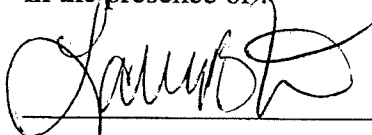
Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration shall remain unchanged and in full force and effect. All capitalized terms used herein which are not defined herein shall have the same meanings given them in the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

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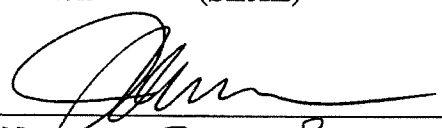
IN WITNESS WHEREOF, the undersigned Declarant has executed this Third  
Amendment by and through its duly authorized officer this 7<sup>th</sup> day of  
September, 2012.

Signed, Sealed and Delivered

in the presence of:

  
Linda W. Precher

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

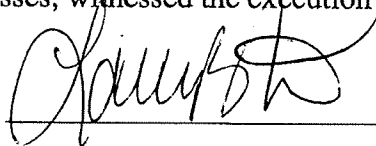
By:   
Print Name: JOHN W. Beeson  
Its: President

STATE OF SOUTH CAROLINA )

COUNTY OF SPARTANBURG )

**PROBATE**

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.

  
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Sworn to before me this 7<sup>th</sup>  
Day of September, 2012

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