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HORRY COUNTY, S.C.  
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R.M.C.

HORRY COUNTY ASSESSOR  
195-10-30-004 thru 052  
Map Bk Parcel  
SEC  
5-3-88

STATE OF SOUTH CAROLINA ) FIRST AMENDMENT TO THE BYLAWS  
 ) OF HORIZON EAST HOMEOWNERS  
COUNTY OF HORRY ) ASSOCIATION, INC.

Deed BK 1215  
pg 260

WHEREAS, the Master Deed and Bylaws establishing the Horizon East Horizontal Property Regime and the Bylaws of Horizontal East Homeowners Association, Inc. were executed on the 29th day of July, 1982 and recorded on the 6th day of August, 1982 in the Office of the Clerk of Court for Horry County in Deed Book 757 at Pages 082 - 127 together with Amendments thereto recorded the 26th day of August, 1982 and the 1st day of September, 1982; and

WHEREAS, under and by virtue of the authority granted in ARTICLE III (THE COUNCIL) and ARTICLE IX (AMENDMENTS) of the Master Deed the Co-owners of Horizon East Horizontal Property Regime have duly constituted a special meeting and approved certain amendments to the Bylaws of Horizon East Homeowners Association, Inc.;

NOW THEREFORE, by virtue of the said approval and in accordance with the authority granted in the said Master Deed and Bylaws, the Bylaws of Horizon East Homeowners Association, Inc. are hereby amended as follows:

1. ARTICLE III (Board of Directors) PARAGRAPH 3.2 (Authority and Duties) shall be amended by the addition of Sub-paragraphs (i) and (j) as follows:

"(i) To authorize, in the event of non-payment of Regime Fees and Special Assessments by a Co-owner, the termination of utilities and services which are paid by the Co-owners and as hereinafter provided;

(j) To deny, in the event of non-payment of Regime Fees and Special Assessments by a Co-owner, the use of the amenities of the Regime and to impose such rules and regulations as may be necessary to effectuate such denial and as hereinafter set forth."

2. ARTICLE VI (Finances) PARAGRAPH 6.7 (Collection) shall be deleted in its entirety and the following paragraph inserted in its place:

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"6.7. Collection / Acceleration of Assessment(s) upon Default / Termination of Utilities, Services and Denial

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of Use of Common Elements:

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(a) Co-owners shall be liable for all regular and special assessments duly established by the Council and shall pay the same promptly when due. The Board of Directors shall take prompt and appropriate action to collect delinquent accounts by suit, foreclosure or other lawful means.

(b) Regular assessments and special assessments, together with any and all late charges, penalties and costs of collection as herein set forth, shall constitute a lien on the Apartment as set forth in the Horizontal Property Act, the Master Deed and these Bylaws.

(c) In the event any delinquent regular and/or special assessments are collected by an attorney or by action at law, the affected Co-owner shall be required to pay all costs of collection, including reasonable attorney's fees and court costs.

(d) In the event a Co-owner shall be in default in the payment of any installment of the regular assessments or special assessments herein levied against the Apartment, the Board of Directors may accelerate the remaining installments upon notice thereof to the Co-owner. The notice shall be sent on the 15th day from the due date (see Article VI 6.8); contain an accounting of the unpaid balance due and shall further notify the Co-owner of the right of the Council to terminate utilities, services and deny use of the common elements as set forth in paragraph (e) below. The unpaid balance shall be due upon the date stated in the notice and payable within TEN (10) DAYS after delivery thereof to the owner or receipt by the owner of the notice by certified mail, return receipt requested.

(e) In the event a Co-owner shall be in default in the payment of any installment of the regular assessment or special assessments herein levied against the Apartment and shall not have cured the delinquency within the time period set forth in paragraph (d) above, the Board of Directors may authorize the termination of utilities, including but not limited to water and sewer, and any other utilities and services, including television cable,

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and services, including television cable, which are provided in common and paid for out of the Council operating budget. The Board may further authorize the denial of the use of the common amenities and establish such rules and regulations for enforcement of said denial as may be appropriate. A copy of the notice shall also be posted on the Apartment in a conspicuous location best calculated to give notice to the Co-owner(s) and/ or any occupant thereof, as in the case of a tenant or guest of the Co-owner.

(f) The rights and remedies provided for hereinabove to the Council shall be in addition to and not in derogation of any other rights and remedies provided heretofore or hereinafter in the Master Deed and Bylaws. Nothing herein contained shall be construed to amend, modify or alter any of the rights and privileges conferred in any mortgage or other security instrument of record or to be recorded in the granting of a purchase money mortgage by any lender.

3. ARTICLE VI (Finances) PARAGRAPH 6.8 (Penalty) shall be deleted in its entirety and the following paragraph inserted in its place:

"6.8 Penalty for Delinquent Payments:

(a) Any regular assessment or special assessment if not paid on or before 15th day from the date same shall be due shall be considered delinquent and shall bear a penalty of Ten Dollars (\$10.00). The date the payment is placed in the U. S. Mail Service as evidenced by the postmark on the envelope shall control. This penalty shall be added each month the account remains delinquent and shall be added to the assessment due and shall be collectible in the same manner as the assessment. Each Co-owner shall be responsible for the status of his/her account and no notice shall be required from the Council.

(b) The Board of Directors may in its sole discretion waive any portion or all of a penalty upon affirmative evidence that the failure to pay same when due was caused by circumstances beyond the control of the Co-Owner.

IN WITNESS WHEREOF, Horizon East Homeowners Association, Inc., has caused these presents to be executed by its duly authorized officers this 25th day of April, 1988.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

HORIZON EAST HOMEOWNERS  
ASSOCIATION, INC.

[Signature]  
Witness

By:

Lila B. Delk  
Lila B. Delk, President

[Signature]  
Witness

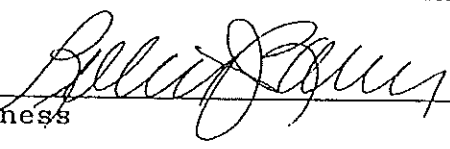
Attest:

[Signature]  
Carolyn F. Lang Secretary

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PROBATE

PERSONALLY APPEARED BEFORE ME, Janice Brzezinski  
who made oath that s/he saw the within named Horizon East  
Homeowners Association, Inc., by Lila B. Delk  
its President and by Carolyn F. Lang  
its Secretary sign, seal and as its act and deed  
deliver the within named First Amendment and that s/he with \_\_\_\_\_  
Robert J. Barber witnessed the execution thereof.

  
Witness

SWORN TO BEFORE ME THIS 25th  
day of April, 1988.

Janice M. Brzezinski  
Notary Public for South Carolina  
My Commission Expires: 9/27/97

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STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )  
96 SEP 25 PM 4: 00

SECOND AMENDMENT TO THE  
BYLAWS OF HORIZON EAST  
HOMEOWNERS ASSOCIATION, INC.

R.M.C.

WHEREAS, the Master Deed and Bylaws establishing the HORIZON EAST HORIZONTAL PROPERTY REGIME and the Bylaws of HORIZON EAST HOMEOWNERS ASSOCIATION, INC. were executed on the 29th day of July, 1982 and recorded on the 6th day of August, 1982 in the Office of the Clerk of Court for Horry county in Deed Book 757 at Pages 082-127 together with the Amendments thereto recorded the 26th day of August, 1982 and the 1st day of September, 1982, and First Amendment to the Bylaws dated April 25, 1988 and recorded May 2, 1988 in Deed Book 1215 at Page 260; and

WHEREAS, under and by virtue of the authority granted in ARTICLE III (THE COUNCIL) and ARTICLE IX (AMENDMENTS) of the Master Deed, the Co-owners of Horizon East Horizontal Property Regime have duly constituted a special meeting and approved certain amendments to the Bylaws of Horizon East Homeowners Association, Inc.;

NOW THEREFORE, by virtue of the aforesaid approval and in accordance with the authority granted in the said Master Deed and Bylaws, the Bylaws of Horizon East Homeowners Association, Inc. are hereby amended as follows:

1. ARTICLE VI (Finances) PARAGRAPH 6.8 (Penalty) shall be deleted and the following paragraph inserted in its place:

"6.8 Penalty for Delinquent Payments:

(a) The Board of Directors may, in its sole discretion and from time to time, determine the amount of a penalty to be imposed for any regular or special assessment which is not paid when due. The amount of the penalty shall be changed no more frequently than annually and notice of the change shall be made to all Co-owners no less than 90 days prior to implementation of any change in the amount of the penalty.

(b) Any regular assessment or special assessment if not paid on or before the 15th day from the date same shall be due shall be considered delinquent and shall bear a penalty as determined by the Board of Directors from time to time. The date the payment is placed in the U. S. Mail Service as evidenced by the postmark on the envelope shall control. This penalty shall be added each month the account remains delinquent and shall be added to the assessment due and shall be collectible in the same manner as the assessment. Each Co-owner shall be responsible for the status of his/her account and no notice shall be required from the Council.

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(c) The Board of Directors may, in its sole discretion waive any portion or all of a penalty upon affirmative evidence that the failure to pay same when due was caused by circumstances beyond the control of the affected Co-owner.

2. ARTICLE VI (Finances) PARAGRAPH 6.11 (Bonding) shall be deleted and the following paragraph inserted in its place:

"6.11 Bonding:

(a) The Board of Directors shall have the discretion to secure from a surety company rated "AAA" or better by Best's Insurance Reports, a fidelity bond or bonds in an amount or amounts determined by the Board of Directors to adequately cover every individual authorized by the Board of Directors to make deposits or withdrawals from any checking or savings account maintained by the Council or to handle, in any fashion any funds on behalf of the Council. The cost of any such bond shall be a Common Expense.

IN WITNESS WHEREOF, HORIZON EAST HOMEOWNERS ASSOCIATION, INC. has caused these presents to be executed by its duly authorized officers this 8th day of April, 1996.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

HORIZON EAST HOMEOWNERS  
ASSOCIATION, INC.

Carolyn Craig  
Chaise D. Lunnell

By: Lyle B. Delk  
Attest: Sandra H. Sheedy

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

ACKNOWLEDGMENT  
{§30-5-30(C)}

I, Elaine D. Sumere1, a notary public for South Carolina, do hereby certify that Horizon East Homeowners Association, Inc., by Lila B. Delk its President and Sandra H. Sheedy, its Secretary personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 25th day of September, 1996.

Elaine D. Sumere1 (Seal)  
Notary Public for South Carolina

My Commission Expires: 1-23-2002





directors whose term shall expire in 2008. There shall be two Class II directors whose term shall expire in 2007 and there shall be one Class III director whose term shall expire 2006. Subsequent directors shall all be elected to serve for three year terms which shall expire at the annual meeting of the expiration year. A director may be elected to succeed himself and a director shall be deemed to continue in office until his successor has been elected and has assumed office.

2. Article 3.6 shall be deleted and the following paragraph inserted in its place:

3.6 Vacancies: Any vacancy in the Board of Directors caused by any reason shall be filled by a new director elected by the affirmative vote of a majority of the existing Board. The elected director shall serve for the remainder of the term of the director that has been replaced.

IN ALL OTHER RESPECTS, THE BY-LAWS SHALL CONTINUE IN FULL FORCE AND EFFECT AS PREVIOUSLY WRITTEN.

In witness whereof, the Horizon East Homeowners Association, Inc., has caused these presents to be executed by its duly authorized officers and certifies that this Amendment was duly adopted, this 25<sup>th</sup> day of ~~January~~, 2005.  
February

HORIZON EAST HOMEOWNERS ASSOCIATION,  
INC. (CORPORATE) (SEAL)

Witness:

Diane L. Carlson  
Young Hardin

By: Robyn Smith (SEAL)  
Its President

Witness:

Diane L. Carlson  
Young Hardin

Attested by: Carlton C. Laird (SEAL)  
Its Secretary

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me the undersigned witness, who made oath that (he/she) saw the within named Horizon East Homeowners Association, Inc., by and through its duly authorized officers, sign, seal, and as its act and deed deliver the within named Amendment to the By-Laws that (he/she) with the other witnesses subscribed above witnessed the execution thereof.

Diane L. Cochran

[Witness]

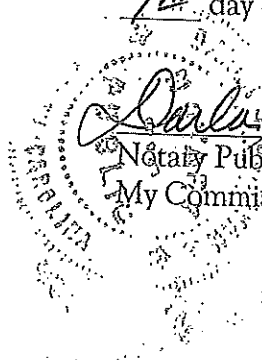
SWORN to before me this  
7<sup>th</sup> day of January, 2005.

March

Darlene S. Donovan (L.S.)

Notary Public for South Carolina

My Commission Expires: 3/1/2011





**the balconies must be submitted in writing to the Board of Directors for approval.”**

IN ALL OTHER RESPECTS, THE BY-LAWS SHALL CONTINUE IN FULL FORCE AND EFFECT AS PREVIOUSLY WRITTEN.

IN WITNESS WHEREOF, the Horizon East Homeowners Association, Inc., has caused these presents to be executed by its duly authorized officers and certified that this Amendment was duly adopted, this \_\_\_\_ day of \_\_\_\_\_, 2011.

Witness: \_\_\_\_\_ HORIZON EAST HOMEOWNERS ASSOCIATION, INC. (CORPORATE SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Its: President

Witness: \_\_\_\_\_  
\_\_\_\_\_  
Attested By: \_\_\_\_\_ (SEAL)  
Its: Secretary

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PROBATE

Personally appeared before me the undersigned witness, who made oath that he/she saw the within named Horizon East Homeowners Association, Inc., by and through its duly authorized officers, sign, seal and as their act and deed, deliver the within named Amendment to the By-Laws that he/she together with the other witness subscribed above, witnessed the execution thereof.

\_\_\_\_\_  
[Witness]

SWORN to before me on this  
\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



STATE OF SOUTH CAROLINA    )  
  )            PROBATE  
COUNTY OF HORRY                    )

Personally appeared before me the undersigned witness, who made oath that he/she saw the within named Horizon East Homeowners Association, Inc., by and through its duly authorized officers, sign, seal and as their act and deed, deliver the within named Amendment to the By-Laws that he/she together with the other witness subscribed above, witnessed the execution thereof.

Donna B. Logan  
[Witness]

SWORN to before me on this  
27<sup>th</sup> day of MARCH, 2013.

Nancy J. Constable  
Notary Public for South Carolina  
My Commission Expires: 4-11-2013