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FILE NO. 04-143

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AGREEMENT  
RECORDING FEES \$14.00  
PRESENTED & RECORDED:  
03-06-2006 09:13 AM  
JUDITH WARNER  
REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC  
By: ELLEN COURSEY DEPUTY  
BK:RB 4049  
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STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF AIKEN )

BYLAWS OF HORSE CREEK  
HOMEOWNERS ASSOCIATION, INC.

#### BYLAW ONE OFFICES

The principal office of the Association shall initially be located at 163 Breezy Hill Road, Allendale, in the County of Allendale, State of South Carolina.

#### BYLAW TWO PURPOSES AND OBJECTS

In amplification of the purposes for which the Association has been formed the purposes and objects are as follows:

- (a) To develop a community designed for safe, healthful, harmonious living.
- (b) To promote the collective and individual property and civic interests and rights of all persons, firms, and corporations owning property in Horse Creek Subdivision.
- (c) To care for the improvements and maintenance of the street lights, common areas, greenways, entranceways, public easements, parkways, grass plots, parking areas, and any facilities of any kind dedicated to community use and other open spaces and other ornamental features of the above-described subdivision known as Horse Creek Subdivision, which now exist or which may hereafter be installed or constructed in such subdivision.
- (d) To assist the owners in maintaining in good condition and order all vacant and unimproved lots or tracts of land now existing or that hereafter shall exist in the tract, and further assisting the owners of such lots or tracts of land in preventing them from becoming a nuisance and detriment to the beauty of the tract and to the value of the improved property therein, and to take any action with reference to such vacant and unimproved lots or tracts of land as may be necessary or desirable to keep them from becoming such nuisance and detriment.

(e) To aid and cooperate with the members of the Association and all property owners in the tract in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, covenants, and restrictions as shall hereafter be approved by a majority vote of the members of the Association.

(f) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portions of Horse Creek Subdivision and their property interests in Horse Creek Subdivision.

(g) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes and objects, and to exercise all rights, powers, and privileges of ownership to the same extent as natural persons might or could do.

(h) To arrange social and recreational functions for its members.

(i) To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the tract.

(j) This Association shall not engage in political activity or pursue political purposes of any kind or character.

### BYLAW THREE MEMBERS

(a) All owners of a single-family residential building lot or lots in Horse Creek Subdivision shall thereby become members of the Association for so long as such ownership continues. Provided, however, that no person or corporation in taking title as security for the payment of money or for the performance of any obligations shall thereby so become entitled to membership. Ownership of property as qualification for membership is defined herein as follows: Ownership of any such lot under recorded deed, whether the owner is occupant or not, or ownership under a bond for title or contract of purchase, if the same be accompanied by an actual occupancy of the lot in question. Ownership within the meaning and intention hereof shall cease upon the sale of any such lot of another by the owner thereof. Sale of any such lot within the meaning hereof shall mean and shall be effective upon the recording of any deed conveying such lot to another, or the termination of occupancy of the property by the owner thereof accompanied by the giving of such owner to another of a bond for title or contract of sale with respect to such lot.

(b) The Lombard Corporation, hereinafter referred to as "the Developer", shall be a member of the Association so long as it is an owner of one or more residential lots as shown on the aforesaid plat, or of any additional lots made subject to these bylaws under Article IX of the Declaration of Covenants, Conditions and Restrictions of Horse Creek Subdivision, Phase I, and any amendments or supplements thereto.

(c) Members of the Association shall consist of two classes. Class A members and Class B

members, who respectively shall have the rights, voting privileges and duties as hereinafter set forth, to-wit:

- (1) Class A members for the owners of the lots in Horse Creek Subdivision shall initially consist of the Developer, who shall be entitled to voting privileges, in the amount of one (1) vote for each residential lot owned by it in Horse Creek Subdivision, or in additional real estate made subject to these bylaws pursuant to Article IX of the Declaration of Covenants, Conditions and Restrictions of Horse Creek Subdivision, Phase I, and any amendments or supplements thereto.
- (b) Class B members shall consist of all other owners of residential lots in Horse Creek Subdivision, other than the Developer. Class B members shall not have voting privileges until the Developer shall have conveyed eighty percent (80%) of the residential lots as shown on the aforementioned plat, at which time Class B members shall automatically become Class A members. In the event that a Class B member shall own more than one contiguous lot upon which only one residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) vote and shall likewise only be subject to the imposition of dues and assessments calculated for a single lot pursuant to Article VI of the Declaration of Covenants, Conditions and Restrictions of Horse Creek Subdivision, Phase I, provided said residence is partially physically located on each such contiguous lot. A corporation owning one or more lots in Horse Creek Subdivision shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association.
- (d) Membership shall include an undertaking by the applicant to comply with and be bound by these bylaws and amendments thereto, and the policies, rules, and regulations at any time adopted by the Association in accordance with these bylaws. Membership shall be accompanied by payment of the first year's dues in advance.
- (e) Membership in this Association shall terminate on such member's ceasing to be a beneficial owner of a residential building site, lot, or unit in or on the property described in these bylaws.
- (f) Subject to the conditions set forth hereinabove, each member in good standing shall be entitled to vote on each matter submitted to a vote of the members, provided, however, that each member shall be the sole beneficial owner of a residential building site or residential unit in Horse Creek Subdivision; a member shall have one vote for each residential building site of

which he or she is a beneficial owner. Where two or more owners own a lot, or in the event of resubdivision, only one vote for such lot or unit owned shall be allowed, and such joint owners shall designate and register with the secretary of the Association the name of that owner entitled to cast such single vote.

(f) At membership meetings all votes shall be cast in person, or by proxy registered with the secretary.

(g) The board of directors is authorized to establish regulations providing for voting by mail.

#### BYLAW FOUR MEETINGS OF MEMBERS

(a) Annual Meeting: An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing directors shall be held in the County of Aiken, State of South Carolina in March of each year, beginning with the year 2007. The time and place shall be fixed by the directors.

(b) Regular Meetings: In addition to the annual meetings, regular meetings of the members shall be had at such time and place as shall be determined by the board of directors.

(c) Special Meetings: A special meeting of the members may be called by the board of directors. A special meeting of the members must be called within five (5) days by the president, or the board of directors, if requested by not less than twenty-five percent (25%) of the members having voting rights.

(d) Notice of Meetings: Written notice stating the place, day, time and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than five (5) days before the date of such meeting, or at the direction of the secretary.

(e) Quorum: The members holding fifty-one percent (51 %) of the votes that are entitled to be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

(f) Proxies: At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after twelve (12) months from the date of its execution, unless otherwise provided in the proxy.

(g) Voting by Mail: Where directors or officers are to be elected by members, or where there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the board of directors shall determine.

BYLAW FIVE  
BOARD OF DIRECTORS

(a) **General Powers:** The affairs of the Association shall be managed by the board of directors, subject to instructions of the members of the Association at a regular meeting, or subject to the approval of the membership as expressed by a vote of the membership.

(b) **Number, Tenure, and Qualifications:** The initial board of directors shall be comprised of one (1) director, namely Don M. Houck. Upon Class B members becoming Class A members, the board of directors will be comprised of three (3) directors. Each director shall be a member of the association, and shall hold office until two (2) annual meetings of the members following his or her original qualification shall have been held, and until his or her successor shall have been elected and qualified. Exceptions to the provision for two-year tenure shall be in the case of a director's first taking office following the Class B members becoming Class A members of the association. Of the first three (3) directors, two (2) shall hold office until the second subsequent annual meeting, and one (1) shall hold office until the third subsequent meeting. The determination of the respective terms shall be by lot. Any increase in the number of directors shall be in units of two (2), and their initial terms shall be one for one (1) year and the other for two (2) years, with the determination to be by lot.

(c) **Regular Meetings:** The board of directors shall meet regularly at least once every six (6) months, at a time and place it shall select.

(d) **Special Meetings:** A special meeting of the board of directors may be called by or at the request of the president or of a simple majority of the directors.

(e) **Notices:** Notice of any special meeting of the board of directors shall be given at least five (5) days prior to such meeting, by written notice delivered personally (or sent by telephone facsimile (FAX) equipment) or sent by mail to each director. Any director may waive notice of any meeting.

(f) **Quorum:** A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board, but if less than a majority of the directors are present at such meeting, a majority of the directors present may adjourn the meeting from time to time, and without further notice.

(g) **Manner of Acting.** The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by these bylaws.

(h) **Vacancies:** Any vacancy occurring in the board of directors, and any directorship to be filled by reason of the increase in the number of directors, shall be filled by election by the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

## BYLAW SIX OFFICERS

(a) Officers: The officers of the Association shall be a president, a vice-president, a secretary, and a treasurer.

(b) Qualifications and Methods of Election: The officers shall be members of the Association, shall be elected by the board of directors, and shall serve for a term of one (1) year. The president and vice-president shall be members of the board of directors.

(c) President: The president shall preside at all meetings of the Association and of the board of directors at which he or she is present, shall exercise general supervision of the affairs and activities of the Association, and shall serve as a member ex officio of all standing committees.

(d) Vice-President: The vice-president shall assume the duties of the president during the president's absence.

(e) Secretary: The secretary shall keep the minutes of all of the meetings of the Association and of the board of directors, which shall be an accurate and official record of all business transacted. The secretary shall be custodian of all Association records.

(f) Treasurer: The treasurer shall receive all Association funds, keep them in a bank or other savings institution approved by the board of directors, and pay out funds only on notice signed by the treasurer and by one other officer. The treasurer shall be a member ex officio of the finance committee.

(g) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by any member of the board of directors for the unexpired portion of the term.

## BYLAW SEVEN FEES, DUES, AND ASSESSMENTS

(a) Admission Without Fee: Record ownership of a residential building site or, in the event of resubdivision, of any of the sites as shown on any unit or units of the property particularly described, without payment of an admission fee, shall establish the owner as a member of the Association.

(b) Annual Dues: The annual dues shall be the same for each member and shall initially be One Hundred Fifty & No/100 Dollars (\$150.00) per year, subject to such modification as a majority of the directors may require, provided, however, that no increase above One Hundred & No/100 Dollars (\$100.00) per year may be determined without two-thirds (2/3) of the members approving such increase.

(c) Payment of Dues: The annual dues shall be payable annually in advance.

(d) Special Assessments: Special assessments may be levied on members of this Association only by a vote of a simple majority of all members of the association. The procedure for voting on proposed assessments shall be the same as the procedure provided in these bylaws for voting on amendments to these bylaws.

(e) Default in Payment of Dues or Assessments.

(1) When any member shall be in default in the payment of dues or assessments for a period of thirty (30) days from the date on which such dues or assessments become payable, he or she shall, for purposes of voting, not be considered as a member in good standing. In addition, such member shall be dropped from active membership and placed on the inactive list. Such member shall not be reinstated until he or she has paid dues and assessments in full, and until such time as such member is reinstated, he or she shall have no rights of any kind arising out of a membership in the association.

(2) In addition to the foregoing, if any member fails to pay his or her assessments as they become due, on the failure of payment of the assessments after thirty (30) days' written notice of such delinquency given by the Association to such member, the amount of the assessment shall become a lien on such member's unit or lot in the subdivision in favor of the Association, and the Association shall have the right to record a notice of claim of lien, and proceed on such claim in accordance with the provisions of The Code of Laws of South Carolina for the foreclosure and enforcement of liens; or, in the event the Association shall not record a lien, it shall have the right to commence an in personam action against such member for the collection of the assessments in any court of competent jurisdiction.

(f) Assignment of Dues: In the event any member whose dues are paid shall, during the year in which such dues are paid, terminate his or her membership by sale of his or her lot or unit in Horse Creek Subdivision he or she shall be entitled to assign to the buyer of such building lot the benefit of the paid up dues.

#### BYLAW EIGHT FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

#### BYLAW NINE AMENDMENTS

Any proposed amendment to the bylaws must be submitted in writing at any meeting of the members of the Association. Such proposed amendments shall be discussed at the meeting of the members following the meeting at which the proposed amendment was submitted, and shall be voted on by the members of the Association at a date that shall not be earlier than the second meeting following the initial submission of the proposed amendment. Such proposed amendment

must be signed by three (3) members of the Association, shall be read to the meeting by the secretary, and shall be printed on ballots distributed to all members by mail.

A proposed amendment shall become effective when approved by a two-thirds (2/3) majority of the members entitled to vote.

BYLAW TEN  
CONFLICT WITH PROTECTIVE COVENANTS

In the event that any provision of the within bylaws are in conflict with the Declaration of Covenants, Conditions and Restrictions of Horse Creek Subdivision, Phase I, as recorded in Record Book 50, at pages 986-990, inclusive, records of Aiken County, South Carolina, then and in any event, the Declaration of Covenants, Conditions and Restrictions shall take precedence and be determinative of any ambiguity.

IN WITNESS WHEREOF, Horse Creek Homeowners Association, Inc. has caused these presents to be executed this 3rd day of March, 2006.

Signed, Sealed and Delivered )  
in the Presence of )

HORSE CREEK HOMEOWNERS  
ASSOCIATION, INC.

Shiffanie Mack  
Susan Gray

BY:

Don M. Houck  
Don M. Houck  
Its Director

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

PERSONALLY APPEARED BEFORE ME the undersigned and made oath that (s)he saw Horse Creek Homeowners Association, Inc. by Don M. Houck, Its Director, sign, seal and as its Act and Deed, deliver the within-written Bylaws and that (s)he with the other witness subscribing above witnessed the execution thereof.

SWORN TO BEFORE ME THIS 3rd  
DAY OF MARCH, 2006.

Susan J. Gray  
NOTARY PUBLIC FOR SOUTH CAROLINA

Shiffanie Mack

My Commission Expires: July 16, 2014

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