

MARGARET L BAILEY  
DORCHESTER COUNTY  
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*

\*\*\* ELECTRONICALLY RECORDED DOCUMENT \*\*\*

Instrument #: 2020001084

Receipt Number: 79191

Return To:

Recorded As: EREC-MISCELLANOUS

Recorded On: January 16, 2020

Recorded At: 08:33:33 AM

Received From: SIMPLIFILE

Recorded By: NW

Parties:

Book/Page: RB 12281: 88 - 93

Direct- ASHBOROUGH EAST HOMEOWNERS

Total Pages: 6

Indirect- ASHBOROUGH EAST HOMEOWNERS

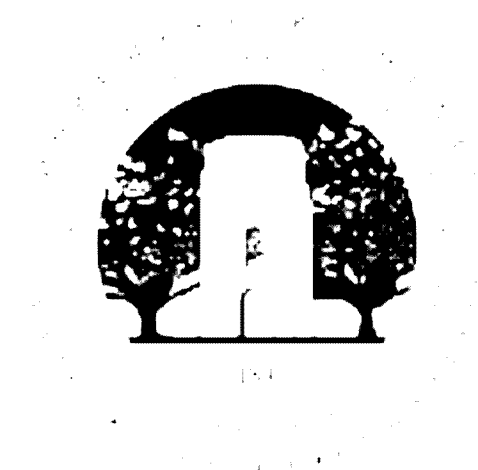
\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

Recording Fee: \$25.00

Tax Charge: \$0.00

*Margaret Bailey*

Margaret Bailey - Register of Deeds



STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

ASHBOROUGH EAST HOMEOWNERS' ASSOCIATION, INC.

AMENDMENT TO BYLAWS OF ASHBOROUGH EAST HOMEOWNERS' ASSOCIATION, INC.

(Declaration originally recorded in Vol. 391, Pg. 210)

THIS AMENDMENT TO BYLAWS OF ASHBOROUGH EAST HOMEOWNERS' ASSOCIATION, INC. (the "*Amendment*") is made on the Execution Date (hereinafter defined) by Ashborough East Homeowners' Association, Inc. (the "*Association*").

WHEREAS, the DECLARATION OF COVENANTS AND RESTRICTIONS FOR ASHBOROUGH EAST SUBDIVISION, DORCHESTER COUNTY, S.C., AND PROVISIONS FOR THE ASHBOROUGH EAST HOMEOWNERS' ASSOCIATION, INC. was recorded on October 2, 1979, in the Office of the Clerk of Court for Dorchester County, South Carolina, in Volume 391 at Page 210 and has been further amended and supplemented (as amended and supplemented, the "*Declaration*"); and

WHEREAS, the BYLAWS OF ASHBOROUGH EAST HOMEOWNERS' ASSOCIATION, INC. were recorded as an attachment/exhibit to the Declaration, with the most current version being attached as EXHIBIT A to that amendment instrument recorded on April 22, 2002, in the Office of the Register of Mesne Conveyances for Dorchester County in Book 3062 at Page 328, said most current version being specifically located in Book 3062s at Pages 341-350 (as amended and supplemented, the "*Bylaws*"); and

WHEREAS, Article XII, Section 1, of the Bylaws provides that the Bylaws may be amended at a regular or special meeting of the Members, by a majority of the vote present at a duly called meeting being cast in favor of such amendment; and

WHEREAS, the amendments to the Bylaws set forth herein were voted on and duly approved by the Members in accordance with the requirements of the Bylaws at the Association's annual meeting duly held on November 19, 2018; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that having met the amendment requirements of the Bylaws, the Association hereby declares that the Bylaws are amended as follows:

1. **Article VII, Section 6(b) of the Bylaws is deleted in its entirety and replaced with the following:**

**Section 6b. Individual Fines.** Upon receipt of written notice from the Board of Directors, the Member who is in violation of the Covenants will have a specified date to correct the violation without a fine being imposed (usually ten (10) calendar days). This date will be included in the notification from the Board. If the violation(s) is/are not corrected by this date, the Board may impose a fine as follows: For violations easily remedied, such as improperly parked vehicles, boats, trailers, or recreational vehicles; unscreened trash containers or heating/air conditioning units; or unsightly yard maintenance, after a third noncompliance letter, the fine for noncompliance will be \$25.00, and doubling of the fine with each subsequent inspection until resolved to a maximum of \$100.00 until resolved (i.e., 1<sup>st</sup> notice of fine \$25.00, 2<sup>nd</sup> notice of fine \$50.00, and 3<sup>rd</sup> and subsequent fines \$100.00 until resolved), or as determined by a court in which case the court's order will prevail. For hard to remedy violations, such as improper construction of fences or driveways; removal of trees/nature growth; or modifications to homes, any of which were not properly approved by the Architectural Review Board, Members may be fined from \$250.00 to \$5,000.00 at the discretion of the Board of Directors. If after a period of fifteen (15) calendar days from the start of the fine, violation(s) remain uncorrected, the Board of Directors can take appropriate legal action. At the end of legal action, if the Member still refuses to correct the violation, the entire process may be repeated. As in the case of assessments, the Board of Directors may extend the period before fines are imposed, if the Member who is in violation makes a timely appeal to the Board before the stipulated completion date. If the violation is determined not to be the fault of the property owner due to previous owner's violation of Covenants, it will be at the Board's discretion to arrive at a remedy. It is the responsibility of the Member whose property is in violation of the Covenants to provide proof that prior Boards of Directors permitted waivers. All money raised through fines becomes part of the general treasury for application toward common expenses.

2. **Article VII, Section 8 of the Bylaws is deleted in its entirety and replaced with the following:**

**Section 8. Penalty.** An assessment not paid within thirty days following the date when due shall bear a penalty of twenty-five dollars (\$25.00) per month from the date when due. The penalty shall be added to and collected in the same manner as the assessment. The Board of Directors may in its discretion waive all or any portion of a penalty imposed pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Member.

3. **Article VII, Section 9 of the Bylaws is deleted in its entirety and replaced with the**

**following:**

**Section 9. Accounts.** The Board of Directors shall maintain on behalf of the Association a checking account with a state- or federally-chartered bank. The Board of Directors may also maintain on behalf of the Association an interest-bearing savings account with a state- or federally-chartered bank, savings and loan association, or building and loan association. All funds of the Association shall be promptly deposited in one of said accounts, except that the Board of Directors may maintain a petty cash fund of not more than \$100 (one hundred dollars) for payment of minor current expenses of the Association. The books and records relating to any account of the Association shall be made available for examination and copying by any Member at any reasonable time.

4. **Article VII, Section 10 of the Bylaws is deleted in its entirety and replaced with the following:**

**Section 10. Payments.** The Board of Directors shall provide for payment of all debts of the Association from the funds collected from the Association. Expenditures specifically approved in the budget may be paid without further approval unless the Board of Directors shall otherwise determine. All other expenditures which are in excess of fifty dollars shall be reviewed and approved by the President or the Board of Directors before payment is made. All checks and requests for withdrawals drawn upon any account of the Association shall be signed by the President and the Treasurer or one officer of the Board and one Board designated agent.

**Capitalized terms used herein shall have the meaning set out in this Amendment. Any capitalized terms used but not defined herein shall have the meaning set out in the Bylaws.**

**All other terms and conditions of the Bylaws shall remain in full force and effect unchanged, except as amended, supplemented, and/or modified by this Amendment.**

**This Amendment is intended to be and shall be deemed to be a sealed instrument, governed by a twenty (20) year statute of limitations per S.C. Code Ann. § 15-3-520.**

**Therefore, the above are annexed into the Bylaws and become a part hereof.**

**The amendments to the Bylaws set forth herein shall be effective on the date that this Amendment is recorded with the Office of the Register Deeds for Dorchester County.**

IN WITNESS WHEREOF, the Association has by its duly authorized officers caused this Amendment to be properly executed on the signature date(s) below (the "**Execution Date**") and its seal to be affixed thereto. By executing this Amendment, the duly authorized officers acknowledge and affirm that the amendment requirements of the Bylaws have been met and, therefore, the provisions contained in this Amendment have been duly approved and authorized. In the event the dates of signature below are different, the latest (i.e., most recent) of said signature dates shall constitute the Execution Date of this Amendment.

SIGNED SEALED AND DELIVERED  
in the presence of:

**ASHBOROUGH EAST HOMEOWNERS'  
ASSOCIATION, INC.**

[Signature]  
(witness #1)

By: [Signature] (L.S.)

[Signature]  
(witness #2)

Print Name: Don Baus

Its: President

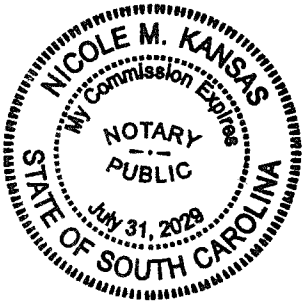
STATE OF SOUTH CAROLINA )

ACKNOWLEDGEMENT

)  
COUNTY OF CHARLESTON)

I, Nicole M. Kansas, Notary Public for the State of South Carolina, do hereby certify that Ashborough East Homeowners' Association, Inc., by Don Baus, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 6 day of December, 2019.



Nicole M. Kansas

Notary Public for South Carolina

My Commission Expires: 7-31-23

SIGNED SEALED AND DELIVERED  
in the presence of:

ASHBOROUGH EAST HOMEOWNERS'  
ASSOCIATION, INC.

Catherine Parker  
(witness #1)

By: Jerry K. Stout (L.S.)

[Signature]  
(witness #2)

Print Name: JERRY K. STOUT

Its: Secretary

ATTESTATION: By signing this Amendment, the above-signed Secretary of the Association also attests that DON BAUS does in fact occupy the position of President of the Association, that the President is authorized to execute this Amendment on behalf of the Association, and that the signature of DON BAUS on this Amendment is genuine.

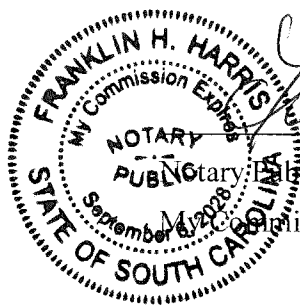
STATE OF SOUTH CAROLINA )

ACKNOWLEDGEMENT

)  
COUNTY OF Dorchester)

I, FRANKLIN H. HARRIS, Notary Public for the State of South Carolina, do hereby certify that Ashborough East Homeowners' Association, Inc., by Jerry Stout, its Secretary, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 30<sup>TH</sup> day of December, 2019.



[Signature]  
Notary Public for South Carolina  
My Commission Expires: 9/6/2028