

DB 1811  
Pg 139

216177

FILED  
HORRY COUNTY, S.C.  
95 JUL 20 PM 4:31  
R.M.C.

**AMENDMENT TO MASTER DEED FOR SWEETWATER AT INDIAN WELLS HORIZONTAL PROPERTY REGIME, SAID MASTER DEED BEING DATED AUGUST 30, 1994, AND RECORDED SEPTEMBER 8, 1994, IN DEED BOOK 1755 AT PAGE 413, RECORDS OF HORRY COUNTY, SOUTH CAROLINA**

WHEREAS, an Amendment to the aforesaid Master Deed has been duly proposed in accordance with the procedural and other requirements of Article XXIX of the aforesaid Master Deed; and

WHEREAS, the purpose of Amendment is to reduce the penalty for delinquent assessments from One Hundred and No/100 (\$100.00) Dollars to Twenty-Five and No/100 (25.00) dollars.

WHEREAS, at least sixty-seven percent (67%) of the owners of all CONDOHOMES<sup>SM</sup> have approved the within Amendment to the Master Deed as required by Article XXIX of the aforesaid Master Deed.

NOW THEREFORE, pursuant to the terms and conditions of the aforesaid Master Deed and related documents, the undersigned Sweetwater at Indian Wells Homeowner's Association, Inc. by and through its President and Secretary, with the consent and approval of at least sixty-seven (67%) percent of the members owning a CONDOHOME<sup>SM</sup> in the CONDOMINIUM, do hereby amend the Master Deed for Sweetwater at Indian Wells Horizontal Property Regime dated August 30, 1994, and recorded September 8, 1994, in Deed Book 1755 at Page 413 records of Horry County, South Carolina (hereinafter the "Master Deed") as follows:

1. Article XXVII subparagraph G. of the Master Deed is hereby deleted in its entirety and the following is substituted in its place:

The payment of any assessment or installment thereof due to the ASSOCIATION shall be in default if such assessment, or any installment thereof, is not paid to the ASSOCIATION on or before the due date for such payment. When in default, the Board of Directors may accelerate the remaining installments of the annual assessment upon notice thereof to the CONDOHOME<sup>SM</sup> owner, whereupon the entire unpaid balance of the annual assessment shall become due upon the date stated in the notice, which shall not be less than ten (10) days after the date of the notice. In the event any assessment, installment, or accelerated installment is not paid within twenty (20) days after its due date, the ASSOCIATION, through its Board of Directors, may proceed to enforce and collect the assessment against the CONDOHOME<sup>SM</sup> owner owing the same in any manner provided for by the Act, including the rights of foreclosure and sale. If the assessment and/or delinquent installment is not received by the tenth of the month in which it is due, the delinquent owner shall be charged a penalty of Twenty Five and No/100 (25.00) Dollars. A like penalty will be added each month the payment is delinquent.

HORRY COUNTY ASSESSOR  
195-26-01-001 4/3/94 037 & 035 Urban 066  
Map Bk Parcel  
7-21-95 JC

RETURN TO  
PERRY RUTENBERG, COPELAND  
ENCL. GRADY & GOWERS, P.A.  
POST OFFICE BOX 357  
MYRTLE BEACH, S. C. 29577

BOOK 1811 PAGE 139

139

2. Except as amended hereby, the Master Deed shall remain in full force and effect.

In accordance with the requirements of Article XXIX of the Master Deed, execution hereunder by the President and Secretary on behalf of Sweetwater at Indian Wells Homeowners Association, Inc. shall constitute the required certification that the within Amendment has been duly adopted in accordance with the requirements of the Master Deed, including the requirements that the Amendment be approved by at least sixty-seven percent (67%) of all owners of all CONDOHOMES<sup>SM</sup>

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Master Deed this 6<sup>th</sup> day of July, 1995.

WITNESS:

SWEETWATER AT INDIAN WELLS  
HOMEOWNERS ASSOCIATION, INC.

Warren C. [Signature]  
[Signature]  
Warren C. [Signature]  
[Signature]

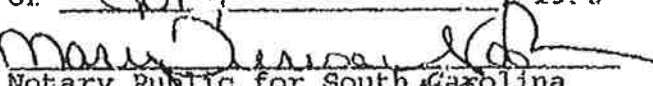
By: [Signature]  
Its: President

Attest: [Signature]  
Its: Secretary

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY ) PROBATE

PERSONALLY appeared before me the undersigned, who, after first being duly sworn, deposes and states that s/he saw the within named Sweetwater at Indian Wells Homeowners Association, Inc., by and through its appropriate corporation officers, Sign, Seal and Deliver the within Master Deed; and that s/he with the other witness witnessed the execution thereof.



Sworn to before me this 6th day  
of July 1955  
  
Notary Public for South Carolina  
My Commission Expires: January 21, 2009

DB 1811  
Pg 142

RECORDED  
HORRY COUNTY, S.C.  
95 JUL 20 PM 4:32  
R.M.C.

216177

FILED  
HORRY COUNTY  
95 JUL 20 PM 4:  
R.M.C.

CORRECTION TO MASTER DEED FOR SWEETWATER AT INDIAN WELLS HORIZONTAL PROPERTY REGIME, SAID MASTER DEED BEING DATED AUGUST 30, 1994, AND RECORDED SEPTEMBER 8, 1994, IN DEED BOOK 1755 AT PAGE 413, RECORDS OF HORRY COUNTY, SOUTH CAROLINA

WHEREAS, The By-Laws For Sweetwater at Indian Wells Homeowner's Association, Inc. which are attached to the aforesaid Master Deed as Exhibit "E" contains a scrivener's error; and

WHEREAS, it is the desire of the parties hereto to correct said scrivener's error.

NOW THEREFORE, for and in consideration of the sum of Five (\$5.00) Dollars, and other true and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned hereby amend and correct the Master Deed for Sweetwater at Indian Wells Horizontal Property Regime dated August 30, 1994, and recorded September 8, 1994, in Deed Book 1755 at Page 413 records of Horry County, South Carolina (hereinafter the "Master Deed") as follows:

1. The By-Laws for Sweetwater at Indian Wells Homeowner's Association, Inc. which are attached to the Master Deed as Exhibit "E" are hereby amended and corrected by deleting section 5 of Article III A. in its entirety and substituting the following in its place:

Section 5. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within thirty (30) days after the time Class "I" Members, other than the GRANTOR or a builder holding title solely for purposes of development and sale, own twenty (20%) percent of the CONDOHOMES<sup>SM</sup> permitted in the Master Deed for the property described on Exhibits "A" and "B" and certificates of occupancy have been issued thereon, or whenever the Class "II" Member earlier determines, the Association shall call a special meeting to be held at which Voting Members other than the Class "II" Member shall elect one (1) of the three (3) Directors who shall be an at-large director. The Director\*\*\* so elected shall not be subject to removal by the Class "II" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (b) below, whichever is shorter. If such Director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) Within thirty (30) days after the time Class "I" Members, other than the GRANTOR or a builder holding title solely for purposes of development and sale, own forty (40%) percent of the CONDOHOMES<sup>SM</sup> permitted in the Master Deed for the property

HORRY COUNTY ASSESSOR  
195-26-01-001-039 & 135 46-2 046  
Map  
Eik  
Parcel  
7-21-95 JH

142

described on Exhibits "A" and "B" and amendments thereto and certificates of occupancy have been issued thereon, or whenever the Class "II" Member earlier determines, the Board shall be increased to five (5) Directors. The Association shall call a special meeting to be held at which Voting Members other than the Class "II" Member shall elect two (2) of the five (5) Directors, each of whom shall be at-large Directors. The Directors so elected shall not be subject to removal by Class "II" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (c) below, whichever is shorter. If such Directors' terms expires prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) At the first annual meeting of the membership after the termination of the Class "II" control and at each annual meeting of the membership thereafter, Directors shall be elected by the Voting Members for terms as outlined below.

At the first annual meeting after the termination of Class II control, two of the Directors, elected pursuant to this Section, shall be elected to serve for a term of three (3) years. Two (2) of the remaining Directors shall be elected to serve for a term of two (2) years with the final Director elected to serve for a one (1) year term. Members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

2. Except as amended and corrected hereby, the Master Deed shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this  
Correction to Master Deed this 6<sup>th</sup> day of July, 1995.

WITNESS:

SWEETWATER AT INDIAN WELLS  
HOMEOWNERS ASSOCIATION, INC.

William A. Hoff  
[Signature]

By: Melanie M. M. [Signature]  
Its: President

Attest: [Signature]  
Its: Secretary

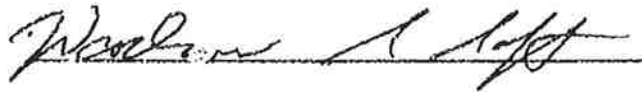
SWEETWATER DEVELOPMENT CORPORATION,  
A SOUTH CAROLINA CORPORATION

William A. Hoff  
[Signature]


By: [Signature]  
Its: PRES

STATE OF SOUTH CAROLINA §  
  §     PROBATE  
COUNTY OF HORRY                   §

PERSONALLY appeared before me the undersigned, who, after first being duly sworn, deposes and states that s/he saw the within named Sweetwater Development Corporation, a South Carolina Corporation, by and through its appropriate corporate officer(s), Sign, Seal and Deliver the within Correction to Master Deed; and that s/he with the other witness witnessed the execution thereof.



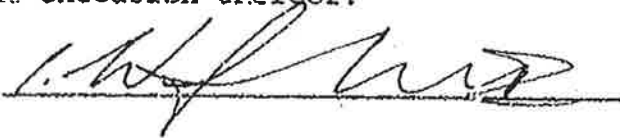
SWORN to before me this 6<sup>th</sup>  
day of July, 1995.

 (L.S.)  
Notary Public for South Carolina

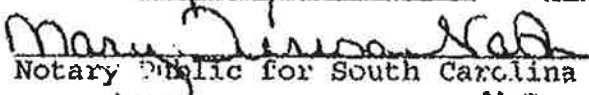
My Commission Expires: 2/25/2001

STATE OF SOUTH CAROLINA §  
  §    PROBATE  
COUNTY OF HOKRY                        §

PERSONALLY appeared before me the undersigned, who, after first being duly sworn, deposes and states that s/he saw the within named Sweetwater at Indian Wells Homeowners Association, Inc., by and through its appropriate corporate officer(s), sign, Seal and Deliver the within Correction to Master Deed; and that s/he with the other witness witnessed the execution thereof.



SWORN to before me this 17<sup>th</sup>  
day of JULY, 1995.

 (L.S.)  
Notary Public for South Carolina

My Commission Expires: January 21, 2001

144