

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF DORCHESTER     )

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,  
CHARGES AND LIENS FOR VISTIANNA PLACE

WHEREAS, this is the Second Amendment to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Vistianna Place (“Amendment”).

WHEREAS, the Vistianna Place Owner’s Association, Inc. (“Association”) is constituted to provide and charged with the operation, care, upkeep and maintenance of the Association and its property as provided for in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Vistianna Place (“Declaration”) recorded September 28, 2007, in Book 6285 at Page 169, Bylaws of Vistianna Place Owner’s Association, Inc. (“Bylaws”) recorded August 10, 2020, in Book RB 12676 at Page 224, and Collection Policy recorded October 1, 2020, in Book RB 12801 at Page 22 with the Dorchester County Register of Deeds. Hereinafter, the Articles of Incorporation, Declaration, Bylaws and any promulgated rules, regulations and guidelines, and any amendments and supplements to any of them, collectively referred to as “Governing Documents”.

WHEREAS, Section 5 of Article XII of the Declaration authorizes amendment of the Declaration “any instrument recorded by Owners holding not less than a majority of votes of the Owners of the Membership . . .”

WHEREAS, Section 4 of Article IV of the Bylaws states that the “presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws”.

WHEREAS, via written and/or electronic ballot in lieu of a meeting, this Amendment was put to a vote of the Members/Owners. The required quorum was present and this Amendment was approved by the requisite number of Members/Owners, and has been certified as provided in Exhibit A, attached hereto and incorporated herein by reference.

NOW, THEREFORE, in order to protect and preserve a safe, secure, valued and attractive community, to maintain good order and property values, and to promote the common good, the Declaration is hereby amended as follows.

1. The foregoing recitals are and shall be deemed material and operative provisions of this Amendment and not mere recitals, and are fully incorporated herein by this reference.

**Section 5. ASSESSMENT FOR WORKING CAPITAL FUND.** A working capital fund contribution ("WC Contribution") shall be established by the Board of Directors ("Board"), the amount of which shall be set by the Board in its discretion and from time to time. The WC Contribution payable shall be an amount equal to the annual Regular Assessment sum for that year in which the WC Contribution is due. Except for Exempt Transfers (as defined below), each person or entity ("Subsequent Lot Owner") who purchases or has transferred or conveyed to him a Lot shall pay the WC Contribution to the Association at the time title is conveyed to such Subsequent Lot Owner. The WC Contribution sum is and shall remain distinct from any other assessments; shall not be considered advanced payment of any Regular Assessment, Assessment for Non-Compliance, Assessment for Capital Repair or Improvements, Assessment for Working Capital Fund, Assessment for Budgetary Shortfall, Specific Purpose Assessment and/or any other assessment; and shall have no effect on any future assessments of any kind. The WC Contribution shall be used for the necessary or desirable purposes as determined from time to time by the Board. At the Board's discretion, such funds may be transferred to a reserve account. The WC Contribution is payable at closing, shall be deemed an assessment, and, if not paid when due, all the provisions of the Articles of Incorporation, Declaration, Bylaws and any promulgated rules, regulations and guidelines, and any amendments and supplements to any of them, relating to the payment, lien and collection of assessments or other sum owed shall be applicable, including without limitation, such sum being the personal obligation of the Subsequent Lot Owner and a continuing lien against the Lot. Further, the Subsequent Lot Owner shall also be responsible for all late charges, interest, expenses, collection costs, reasonable attorneys' and paralegal fees, court costs and any other amounts provided or permitted hereunder or by law whether or not a suit or legal proceeding is commenced.

Notwithstanding the foregoing, a WC Contribution shall not be due and payable for the following transfers or conveyances (collectively, "Exempt Transfers"):

- (a) The lease of a Lot to a leasehold tenant or lessee;
- (b) The transfer of a Lot to a spouse of an Owner or a direct lineal descendant of the Owner;
- (c) The transfer of a Lot to a trust whose beneficiaries are solely the spouse and/or direct lineal descendants of the Owner;

(d) The transfer of a Lot to an entity in which the Owner is a member.

(f) Notwithstanding anything contained herein to the contrary, no such WC Contribution shall be collected upon conveyance of a Lot to a mortgagee following foreclosure or pursuant to a deed in lieu of foreclosure, but shall be paid in conjunction with the sale or conveyance of the Lot by a mortgagee to a Subsequent Lot Owner.

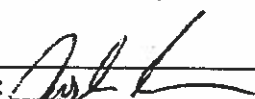
4. Except as modified in this Amendment, the Declaration shall remain in full force and effect.

WITNESS my hand and seal this 25 day of March, 2021.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

VISTIANNA PLACE OWNER'S  
ASSOCIATION, INC.

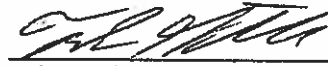
  
\_\_\_\_\_  
Witness #1

By:  3/25/21  
\_\_\_\_\_  
Its: President

  
\_\_\_\_\_  
Witness #2

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF DORCHESTER )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named, Justin Sabree, President of Vistianna Place Owner's Association, Inc., sign, seal, and as his/her act and deed, deliver the within Second Amendment to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Vistianna Place for the uses and purpose therein mentioned, that s/he is not a party to or beneficiary of the transaction, and that s/he with the other witness witnessed the execution thereof.

  
\_\_\_\_\_  
Witness #1

SWORN and subscribed to before me  
this 25 day of March, 2021.

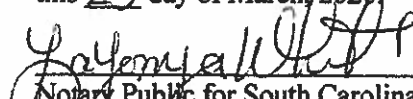
  
\_\_\_\_\_  
Notary Public for South Carolina  
Printed Name of Notary: LeTonya White  
My commission expires: 2/17/26

EXHIBIT A  
CERTIFICATION

Personally appeared before me: Justin Sabree, President of Vistianna Place Owner's Association, Inc., who being duly sworn, allege and state as follows:

1. I am the duly elected President of the Vistianna Place Owner's Association, Inc.
2. I am over eighteen (18) years of age, competent, and make this Certification on personal knowledge.
4. Via written and/or electronic ballot in lieu of a special meeting the foregoing Second Amendment to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Vistianna Place to which this Exhibit A is attached, was put to a vote of the Owners/Members. The required quorum was present and such amendment was approved by the requisite number of Owners/Members, and the agreement of the required parties was lawfully obtained.
5. I have certified, and am hereby certifying, the vote of the Owners/Members of Vistianna Place Owner's Association, Inc., and I certify the vote to have been as stated herein.

FURTHER THE AFFIANTS SAYETH NOT.

Vistianna Place Owner's Association, Inc.

By: [Signature] 3/25/21  
Its: President

SWORN and subscribed to before me  
this 25 day of March, 2021.

[Signature]  
Notary Public for South Carolina  
Printed Name of Notary: Lanonya White  
My Commission Expires: 2/17/26

**MARGARET L BAILEY  
DORCHESTER COUNTY  
REGISTER OF DEEDS**

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

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

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<b>Instrument #:</b>	2021013635		
<b>Receipt Number:</b>	116436	<b>Return To:</b>	SIMONS & DEAN
<b>Recorded As:</b>	RESTRICTIONS		
<b>Recorded On:</b>	April 30, 2021		
<b>Recorded At:</b>	12:09:43 PM	<b>Received From:</b>	SIMONS & DEAN
<b>Recorded By:</b>	CB	<b>Parties:</b>	
<b>Book/Page:</b>	RB 13314: 327 - 331		Direct- VISTIANNA PLACE OWNERS ASSOCIATION
<b>Total Pages:</b>	5		Indirect- VISTIANNA PLACE

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

<b>Recording Fee:</b>	\$25.00
<b>Tax Charge:</b>	\$0.00