

**VISTIANNA PLACE  
HOMEOWNERS ASSOCIATION, INC.**

**BOARD RESOLUTION**

**Affirmation and Adoption of  
Collection Policy**

WHEREAS, the Board of Directors ("Board") of Vistianna Place Homeowners Association, Inc. ("Association") is charged with the responsibility of exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Vistianna Place ("Declaration") recorded September 28, 2007, in Book 6285 at Page 169 and Bylaws recorded, 8/10/2020 in Book 12676, at Page 224 in the Dorchester County Register of Deeds (hereinafter, the Declaration may be referred to as "Governing Documents").

WHEREAS, Article V, Section 5, of the Bylaws provides that any "action in the absence of a meeting which they would take at a meeting by obtaining the written consent of a majority (51%) of the Directors, which shall represent a quorum."

WHEREAS, Article VII, Section 3, of the Bylaws states, "a majority (51%) of the number of Directors shall constitute a quorum for the transaction of business. Ever [sic] act or decision authorized by a majority (51%) of the Directors either by written consent or when present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board."

WHEREAS, the South Carolina Homeowners Association Act, S.C. Code Ann. Section 27-30-110, et seq., requires all existing homeowner association's governing documents, rules, regulations, and amendments be recorded.

WHEREAS, the Board has determined to adopt and affirm the attached policy and to record it.

WHEREAS, a duly held and authorized meeting of the Board was held May 24, 2020, and the within Resolution and attached Collection Policy was put to a vote of the Board. The required quorum was present and the within Resolution was approved by the requisite members of the Board.

NOW THEREFORE, BE IT RESOLVED, in order to protect and assure an attractive, high quality community, and to best maintain and preserve the community, the Board hereby affirms and adopts the attached Collection Policy as follows:

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

2. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration and Bylaws, unless the context shall clearly suggest or imply otherwise.

3. The Board hereby affirms and adopts Vistianna Place Homeowners Association, Inc., Collection Policy, attached hereto as Exhibit A and incorporated herein by reference.

4. This Resolution was adopted by the Board on May 24, 2020, and the attached policy shall be effective upon recording.

5. Distribution. The Association and/or the Association's property manager is authorized and directed to circulate a copy of this Resolution and the Collection Policy upon recording. Members/Owners are responsible for distributing the same to all occupants and residents.

Each Board Member/Director voting in favor of this resolution has signed his/her name below, and by signing below, s/he acknowledges that this Resolution and the attached shall be effective upon recording.

**VISTIANNA PLACE HOMEOWNERS ASSOCIATION, INC.:**

<u><i>Suzanne Pyndel</i></u> Board Member/Director	<u>08/27/2020</u> Date	_____	_____
<u><i>[Signature]</i></u> Board Member/Director	<u>8/27/20</u> Date	_____	_____
_____	_____	_____	_____

FILED/RECORDED  
October 1, 2020  
DORCHESTER COUNTY  
REGISTER OF DEEDS

**Vistianna Place Homeowners Association, Inc.**

**Collection Policy**

The Board of Directors ("Board") of Vistianna Place Homeowners Association, Inc. ("Association") provides the following summary of the collection procedures for the Association for a delinquent account pursuant to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Vistianna Place, as may be amended, ("Declaration") and the Bylaws of The Vistianna Place Homeowners Association, as may be amended, ("Bylaws"). The Articles of Incorporation, Declaration, Bylaws and any promulgated polices, rules, regulations, guidelines and the like hereinafter collectively, the "Governing Documents".

1. All capitalized terms used herein shall have the same meaning ascribed to them in the Governing Documents, unless defined herein or the context shall clearly suggest or imply otherwise.

2. Assessments of any kind, including without limitation, fines and sanctions, (all collectively hereinafter referred to as, "Assessment" or "Assessments") are due and payable as determined by the Board and/or set forth in any notice.

If no due date is included in a notice, then payment shall be due fourteen (14) days from date of the notice.

3. Any Assessment not paid when due shall be delinquent. Assessments not paid in accordance with the schedule or installments as may be determined by the Board shall be considered delinquent after the due date(s) therefor. After written notice of an Assessment for the applicable period(s) is sent to the Owners, no further notice shall be required, and payments are due and payable whether or not an Owner receives a bill or additional notice, or whether the Association sends the same.

**In the event a payment is or will be late for any reason, the Board strongly encourages the Owner to contact the property manager as soon as possible. In the event an Owner believes there is a discrepancy with an account or any charge, the Owner should contact the property manager immediately.**

4. A collection fee or late charge of \$25.00 per month shall be assessed against any delinquent Assessment. Delinquent Assessments shall bear interest from the date when due at the greater of sixteen percent (16%) per annum (or if sixteen percent (16%) is higher than allowed by law, then the maximum permitted by law) until paid in full.

5. Each Owner shall be personally obligated to pay the Assessments and the Association's collection fees, attorneys' fees and court costs in collecting the Assessments or in enforcing or attempting to enforce the Governing Documents. The Assessments, together with interest and collection fees, attorneys' fees and court costs shall be a charge on the Lot and a continuing lien upon the Lot against which each such Assessment is made.

6. When an Assessment or any other charge is:
- a. thirty (30) days past due, the Association may, but is not required to, send a delinquency notice;
  - b. sixty (60) days past due, the Association may, but is not required to, send another delinquency notice;
  - c. ninety (90) days past due, the Association may, but is not required to, send another delinquency notice;

Further, the Board, in its discretion, may turn the delinquent account over to the Association's counsel for, including, but not limited to, the filing of a lien, action for collection and/or foreclosure, and/or other action.

**At such time as a delinquent account is delivered to the Association's counsel for enforcement and/or collection, the delinquent Owner must communicate directly with the Association's attorney regarding the delinquent account and resolution of the same.**

7. Further, the Association, through the Board in its discretion, may, in addition to any other remedy, suspend the right of an Owner (and/or, as applicable, his/her family, guests, tenants, residents, occupants, invitees and pets (and the family, guests, tenants, residents, occupants, invitees and pets of the same)) to: (a) use the recreational facilities and Common Areas; (b) vote; and (c) use the services of the Association, including without limitation, architectural review services.

8. Payments must be in the form of a personal check, certified check or money order and made payable to Vistianna Place Homeowners Association, Inc. Other accepted forms of payment are: online bill pay, e-check and online debit or credit cards. Payments may be made online by going to [www.imccharleston.com](http://www.imccharleston.com) and following the "New-Online Payment" instructions in the middle of the main page (or to such other online payment portal as may be utilized in the future by the Association). The Association requires an Owner to create/register his/her account. Post-dated checks and cash shall not be accepted.

9. Any checks returned to the Association for non-sufficient funds shall be debited to the Owner's account and the account shall be deemed delinquent. Such Owner will be charged the statutory service charge set by Section 34-11-70(a)(3), South Carolina Code of Laws, as amended, which is thirty dollars (\$30.00) as of the date of this Collection Policy. Owners are responsible for knowledge of the law and the Association is not and shall not be responsible for informing Owners or amending this Collection Policy if such statutory sum is changed. Further, the Association shall have the right, but not the obligation, to re-submit the returned check to Owner's bank. If two or more personal checks of an Owner are returned for non-sufficient funds, the Board, in its sole and absolute discretion, may require that future payments by that Owner be made by cash, certified check, money order or other method determined by the Board.

10. Fines and penalties levied by the Association for violations of the Governing Documents shall be added to an Owner and Lot's account and shall be part of the Assessment obligation.

11. All costs incurred by the Association, including without limitation, all costs of collection, attorneys' fees and court costs, whether or not any action is filed, shall be the personal obligation of the applicable Owner and a lien upon the affected Lot, and may be collectible as an Assessment.

12. Payments received from Owners shall be applied first to any legal fees and costs incurred by the Association, and then to any collection fees, late charges, interest and delinquent Assessments, in that order.

13. The Board shall have the discretion and authority to deviate from the policies and procedures set forth herein (excluding those which mirror the Declaration and Bylaws) in the event that it deems any particular matter warrants different procedures or processes.

14. To the extent this Collection Policy conflicts with the Declaration or Bylaws, the Declaration and then the Bylaws in that order shall control.

15. This Collection Policy shall be effective upon recording.

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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Instrument #: 2020025761  
Receipt Number: 97690  
Recorded As: MISCELLANEOUS  
Recorded On: October 01, 2020  
Recorded At: 09:01:03 AM  
Recorded By: NW  
Book/Page: RB 12801: 22 - 27  
Total Pages: 6

Return To: SIMONS & DEAN  
Received From: SIMONS & DEAN  
Parties:  
Direct- VISTIANNA PLACE HOMEOWNERS  
Indirect- VISTIANNA PLACE HOMEOWNERS

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

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Recording Fee: \$25.00  
Tax Charge: \$0.00



*Margaret Bailey*

Margaret Bailey - Register of Deeds