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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**SECOND AMENDMENT TO DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS
ASHLAND PLANTATION**

WHEREAS, this is the Second Amendment to Declaration Covenants, Conditions and Restrictions Ashland Plantation ("Amendment").

WHEREAS, the Ashland Plantation Homeowners Association, Inc. ("Association") is constituted to provide and charged with the operation, care, upkeep and maintenance of the Association and its property, and is also responsible for exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by the law or provisions of the Declaration Covenants, Conditions and Restrictions Ashland Plantation, as amended, ("Declaration") and By-Laws of Ashland Plantation Homeowners Association, Inc., as amended, ("Bylaws") recorded August 24, 1987, in Book C168 at Page 867 in the Charleston County Register of Deeds. The Declaration was amended by that: Amendments to the Declarations, Covenants, Conditions and Restrictions of Ashland Plantation recorded May 11, 2006, in Book F583 at Page 140 with the Register of Deeds for Charleston County, South Carolina. The Declaration as amended and/or supplemented by the foregoing hereinafter referred to collectively as "Declaration". The Articles of Incorporation, Declaration, Bylaws and all promulgated rules, regulations, guidelines, policies and the like, as each may be amended or supplemented, hereinafter collectively referred to as the "Governing Documents".

WHEREAS, Section 3 of Article VIII of the Declaration provides that the Declaration may be amended by "an instrument signed by not less than fifty one percent of the voting members of each class."

WHEREAS, Section 3 of Article III of the Declaration states that "the presence of Owners owning fifty-one (51%) percent of the vote shall constitute a quorum for the transaction of business"

WHEREAS, the Declaration and Bylaws are silent as to voting by written consent or electronic ballot by Members in lieu of a meeting and therefore, the South Carolina Nonprofit Corporation Act, 33-31-101, et seq., South Carolina Code of Laws, as amended, controls. The Act provides the following pertinent sections. Section 33-31-708 permits action without a meeting and by written ballot if the "corporation delivers a written . . . ballot to every member entitled to vote on the matter." Subsection (b) states the written ballot shall: "(1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action." Subsection (c) provides that "[a]pproval by written or electronic ballot pursuant to this section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot." Subsection (d) further requires that solicitations

for votes by written ballot shall (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the corporation in order to be counted.

WHEREAS, at a duly held meeting, the proposed amendment was put to a vote of the Owners/Members. The required quorum was present and this Amendment was approved and adopted by the requisite number of Owners/Members November 14, 2022. The vote was certified as having been duly adopted in Exhibit A, attached hereto and incorporated herein.

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.
2. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration and Bylaws.
3. Section 8 of Article VII of the Declaration is hereby amended by the deletion of the language of such section and its replacement in its entirety, as follows in bold:

No trailers, campers, mobile homes, school buses or six-wheel vehicles or commercial vehicles shall be permitted to be kept on the Properties for a period in excess of forty-eight (48) hours without the express written consent of the Board. No vehicle of any kind which is inoperable for a period in excess of twenty-four (24) hours shall be permitted on the Properties. The Association is hereby empowered to remove, at an Owner's expense, any inoperable vehicle which remains on the Properties after five (5) days written notification to the Owner. Boats and other watercraft may be kept on a Lot provided they are stored in the rear of the Lot and completely screened from view, as determined by the Board in its sole discretion and from time to time. Additionally, boats and other watercraft may remain temporarily in the Lot's driveway from 8:00 a.m. Friday through 10:00 p.m. Sunday only. Except as provided in the foregoing, or as may be permitted by the written consent of the Board, in its sole discretion and from time to time, boats and other watercraft shall not be kept or stored, temporarily or permanently, on the Properties.

4. Section 11 of Article VII of the Declaration is hereby amended by the deletion of the language of such section and its replacement in its entirety, as follows in bold:

All lines, wires, cables and the like for electrical, telephone, cable, internet and like services shall be placed underground. Units and ancillary equipment for any HVAC and generators shall be completely screened from view, which screening shall be approved in advance and in writing by the Architectural Committee.

Applicable satellite dishes and antennas (collectively hereinafter, "Dish(es)") which are subject to the Federal Communication Commission' ("FCC") Over-the-Air Reception Devices Rule ("OTARD") and/or other local, state and federal laws may only be installed in accordance with the FCC's rules. As used herein, the term "Dish" shall include the device and its attendant system and parts, including without limitation, brackets, fasteners, wires, cables, etc.

(a) A Dish may only be installed in the part of the Lot which is under the exclusive ownership of the Owner, and shall not extend, in whole or in part, in, on or over any, common or public area. The Owner shall notify the Association prior to installation of a Dish, and shall specify the location and manner of installation with sufficient detail to allow the Association to confirm: (i) such installation shall not place the Dish, in whole or in part, in, on or over any common or public area; (ii) that the manner, method and system of attachment does not touch, cross or impact any common or public area; and (iii) such installation is safe for adjacent Owners, their property and the users thereof, and the common and public area, and any users thereof.

(b) Each Lot shall be limited to one (1) Dish, except as may be otherwise specifically permitted by OTARD; the Dish shall be less than one (1) meter in diameter; and its installation must conform with the all applicable safety, electrical, building, zoning and/or other applicable codes, ordinances, laws and regulations of the governing authorities, as well as any distance or other requirements proscribed by the applicable electrical utility provider or other utility provider.

(c) The Dish should be placed in the following preferred place: in the rear of the Lot and completely screened from view, unless the Dish installer determines the same imposes an unreasonable delay or expense, or precludes reception of an acceptable quality signal; provided, however, this shall not abrogate the requirement that any Dish may only be installed in the area defined in (a) above. Further, upon written request by the Association, an Owner shall paint such Dish to blend into its surroundings; provided, such painting shall not delay installation, impair maintenance or use, or cause unreasonable expense or hamper signal reception.

(d) An inoperable, disabled, damaged or out-of-provider Dish shall be promptly repaired, replaced, placed with a provider and/or removed. The Association shall have the right, but not the obligation, and without liability, to remove any such inoperable, disabled, damaged or out-of-provider Dish thirty (30) days after notice to the Owner of the same, which removal shall be at the Owner's expense.

To the extent that any of the foregoing conflicts with any applicable local, state, or federal laws and regulations, including but not limited to those of the FCC, the provisions of said local, state and federal laws shall control.

Screening types, materials, dimensions and the like shall be determined by the Architectural Committee in its sole discretion and from time to time.

5. Article VII of the Declaration is hereby amended by the addition of a new subsection, Section 21 Residential Use and Leasing, as follows in bold:

Section 21. Residential Use and Leasing. In order to preserve the residential character of the community, and maintain the value of the Lots as residential and predominantly Owner-occupied, the leasing of Lots shall be governed by the Declaration, Bylaws and any promulgated rules, regulations, guidelines, standards and/or policies, as each may be amended, (hereinafter, collectively the "Governing Documents"). "Leasing" (including without limitation, "renting") shall mean the regular occupancy of a Lot by any person other than the Owner for which Owner receives any direct or indirect consideration, monetary, economic or other benefit, including, but not limited to, a fee, service, gratuity or emolument. Leasing shall not be considered a business or trade within the meaning of the Governing Documents, except that short-term accommodations, short-term rentals, vacation rentals, transient lodging and the like use (collectively hereinafter, "Short-term Rentals") shall be considered a business or trade, shall not be considered "Leasing", and shall at all times be prohibited.

Except as provided in this section and in the Governing Documents, Leasing shall be prohibited and any leasing in violation of the Governing Documents shall be subject to such additional rules and restrictions, and fines, penalties and sanctions as determined by the Board from time to time and in its sole discretion.

(a) All leases shall be in writing. Within ten (10) days of lease execution or possession of the Lot, the Owner shall provide the Board with a copy of the executed lease, and such information for all tenants, residents and occupants of the Lot as requested by Board.

(b) Lots shall be leased only in their entirety under a single lease agreement, and subleasing or assigning, in whole or in part, is prohibited.

(c) All leases must be for an initial period of not less than six (6) months. Any lease for a period of less than six (6) months shall constitute a "Short-term Rental" (but this provision shall not affect use, without charge or remuneration, of a Lot by the family or friends of an Owner for periods of less six (6) months).

(d) The Owner leasing the Lot shall be responsible for and must make available to the tenants, residents and occupants of the Lot a copy of the Governing Documents at or before lease execution. The lease shall reference and incorporate the Governing Documents therein, and if such language is not expressly contained in the lease, then such lease shall be deemed to contain the Governing Documents, whether or not so expressly stated therein, and each tenant, resident and occupant

of a Lot, and each of their family members, visitors, guests, invitees and/or licensees, (individually and collectively hereinafter, "Permitted Person") by residence, use and/or occupancy of a Lot, covenants and agrees to the same. All Permitted Persons shall be specifically subject to the Governing Documents as fully as if they were an Owner, and any failure of any Permitted Person comply therewith shall constitute a violation of the Governing Documents and a default under the lease.

(e) An Owner shall require that all Permitted Persons comply with the Governing Documents, and shall be responsible for all violations by any Permitted Person and to pay any claim for loss, injury or damage caused by any act or omission of a Permitted Person. No language in the lease can or shall eliminate or reduce such Owner responsibility therefor. In the event that a Permitted Person violates the Governing Documents for which a fine, sanction, cost, expense, charge or assessment is or may be imposed, the same shall be imposed and assessed against such Owner and the Lot. If the foregoing is not remedied and/or paid in accordance with the Governing Documents, the Association may proceed with enforcement and remedies under the Governing Documents and the law, and all sums (including without limitation, fines and costs (including attorneys', paralegal and legal fees and expenses)) shall constitute a lien against the Lot and the personal obligation of the Owner, whether or not suit is filed, and shall be collectible in the same manner as assessments. The foregoing shall not prejudice an Owner's right to collect from a Permitted Person any sums paid by Owner as the result of the act or omission of any Permitted Person.

6. Except as expressly modified by this Amendment, the Declaration shall remain in full force and effect. In the event of a conflict between the Declaration and this Amendment, this Amendment shall control.

Signatures on next page.

WITNESS my hand and seal this 30 day of January, 2023.

SIGNED, SEALED AND DELIVERED

ASHLAND PLANTATION
HOMEOWNERS ASSOCIATION, INC.

IN THE PRESENCE OF:

Mary P. Waitschies
Witness #1

James Southard, Jr.
By: James Southard, Jr.
Its: President

Julie F. Maranville
Witness #2 / Notary Public

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named, James Southard, Jr., President of Ashland Plantation Homeowners Association, Inc., sign, seal, and as his/her act and deed, deliver the within the Second Amendment to Declaration Covenants, Conditions and Restrictions Ashland Plantation 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.

Mary P. Waitschies
Witness #1

SWORN and subscribed to before me this
30 day of January, 2023.
JULIE F. MARANVILLE
Notary Public - State of South Carolina
My Commission Expires Jan 13, 2027

Julie F. Maranville
Notary Public for South Carolina
Printed Name of Notary: Julie F. Maranville
My commission expires: Jan 13, 2027

EXHIBIT A

CERTIFICATION

Personally appeared before me the undersigned who, being duly sworn, allege and state as follows:

1. I am the duly elected President of Ashland Plantation Homeowners Association, Inc., over eighteen (18) years of age and competent, and make this certification on personal knowledge.

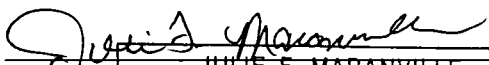
2. The foregoing Second Amendment to Declaration Covenants, Conditions and Restrictions Ashland Plantation, to which this Exhibit A is attached, was put to a vote of the Owners/Members. The required quorum was present and the Amendment was approved by the requisite number of Owners/Members on November 14, 2022.

3. I have certified, and am hereby certifying, the vote of the Owners/Members and certify the vote to have been as stated herein.

FURTHER THE AFFIANTS SAYETH NOT


President

SWORN and subscribed to before me
this 30 day of January, 2023.


Notary Public for South Carolina
Notary Public, State of South Carolina
Printed Name of Notary Julie F. Maranville
My Commission Expires: Jan 13, 2027

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

SIMONS & DEAN ATTY AT LAW
147 WAPPOO CREEK DR
STE 604
CHARLESTON SC 29412 (MAILBACK)

RECORDED

Date: March 7, 2023

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Amen/Rest/Covs

Karen Hollings, Register of Deeds
Charleston County, SC

MAKER:

ASHLAND PLTN HOA

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of Pages: 8

of References:

RECIPIENT:

NA

Note:

Recording Fee \$ 25.00

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