

**Return to:**

Wildflower at the Village Owner's Association  
PO Box 162  
Hoschton, GA 30548

Deed Doc: COVE  
Recorded 04/07/2023 05:08PM  
Camie W. Thomas  
Clerk Superior Court, JACKSON County, Ga.  
Bk 0106A Pg 0410-0450

Penalty: \$0.00  
Interest: \$0.00

Participants: 1085746664

**Cross-Reference:**

Jackson County Records at:  
Book 49V Page 347  
Book 61R Page 468  
Book 60C, Page 678  
Book 67M, Page 300  
Book 67M, Page 303  
Book 83E, Page 200  
Book 85H, Page 469  
Book 86W, Page 704  
Book 97Z Page 142  
Plat Book 70, Pages 157

**Fourth Amendment Revising and Restating the  
Declaration of Covenants Conditions and Restrictions for  
Wildflower at The Village Owner's Association, Inc."**

This "Fourth Amendment Revising and Restating the Declaration of Covenants Conditions and Restrictions for Wildflower at The Village Owner's Association, Inc." is made by Wildflower At The Village Owner's Association, Inc., a Georgia nonprofit corporation (the "Association").

WITNESSETH

WHEREAS, the "*Declaration of Covenants, Conditions and Restrictions for Wildflower at the Village*" was recorded on or about August 22, 2007, at Book 49V, Pages 347-367, Jackson County records; and

WHEREAS, the "*First Amendment to the Declaration of Covenants, Conditions and Restrictions for Wildflower at the Village*" was recorded on or about May 3, 2011, at Book 60C, Page 678-679, Jackson County records; and

WHEREAS, the "*Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wildflower at the Village*" which, among other things, assigned Declarant's rights to Mark II, LLC, was recorded on or about January 3, 2012, at Book 61R, Page 468-493 (hereafter sometimes referred to as the "Amended/Restated Declaration"); and

WHEREAS, the "Assignment of Declarant's Rights" between MARK II, LLC (as Assignor) and Ray Vaughn (as Assignee), was recorded on or about February 17, 2014, at Book 67M, Page 300-302;

WHEREAS, the "*First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wildflower at the Village Subdivision*" was recorded on or about February 17, 2014, at Book 67M, Page 303-307, Jackson County records; and

WHEREAS, the “Assignment of Declarant’s Rights” between Ray Vaughn (as Assignor) and Resibuilt Homes, LLC (as Assignee), was recorded on or about December 31, 2018, at Book 83E, Page 200-203;

WHEREAS, the “[*Second*] Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wildflower at the Village” was recorded on or about July 17, 2019, at Book 85H, Page 469-471, Jackson County records; and

WHEREAS, on or about November 14, 2019, Resibuilt Homes, LLC recorded a “Termination of Class “B” Control Period and Class “B” Membership Under the Amended and Restated Declaration of Covenants Conditions and Restrictions for Wildflower at the Village and Surrender of Right to Appoint Officers and Directors under the Bylaws of Wildflower at the Village Owner’s Association, Inc.” at Book 86W, Page 704, Jackson County records; and

WHEREAS, the “Third Amendment to the ‘Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wildflower at the Village’ ” was recorded on or about August 30, 2021, at Book 97Z Page 142, Jackson County records; and

WHEREAS, Article X of the “Third Amendment to the ‘Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wildflower at the Village’ ” provides that the Declaration may be amended by the affirmative vote, the written consent, or any combination thereof, of a majority of the total votes in the Association.

WHEREAS, the Association, acting through its Board, proposed, and recommended that the Declaration be revised and restated in its entirety, as set out herein below; and

WHEREAS, after due and proper notice, the following amendments to the Declaration were approved by the affirmative vote, the written consent, or any combination thereof, of a majority of the total votes in the Association.

NOW THEREFORE, the Association does hereby amend and restate the Declaration in its entirety as set forth below.

**ARTICLE ONE**

**DEFINITIONS**

**Section 1. Definitions.** The following words when used in this Declaration shall have the following meanings:

- (a) “Articles” shall mean and refer to the Articles of Incorporation of the Association.
- (b) “Association” shall mean and refer to Wildflower at the Village Owner’s Association, Inc. a Georgia nonprofit corporation, its successors and assigns.
- (c) “Bylaws” shall mean and refer to the Bylaws of the Association, as originally adopted by the Board and amended from time to time pursuant to their terms.

- (d) "Board" shall mean and refer to the Board of Directors of the Association.
- (e) "Common Expense(s)" shall mean and refer to the expenses and costs incurred or estimated to be incurred by the Association in order to carry out its administrative and other duties, and shall include but not limited to expenses in connection with the operation, maintenance, repair, replacement, and protection of Common Property.
- (f) "Common Property" or "Common Area" shall mean and refer to all real and personal property which is owned or leased by the Association for the common use and enjoyment of the Members and their respective permittees, which shall include the Owner's tenants, guests, and Invitees, if any.
- (g) "Design Committee" shall mean and refer to the "Architectural and Design Review Committee" f/k/a the "Design Review Board" and the "Architectural Review Committee" established by the Board.
- (h) "Design Standards" shall mean and refer to architectural and other standards promulgated by the Design Committee and approved by the Board, regulating an Owner's ability to construct and/or modify improvements on the Owner's Parcel including, without limitation, exterior design elements such as paint colors, exterior finishes, and landscaping materials.
- (i) "Development Plan" shall mean and refer to the nonbinding, master plan as may be amended from time to time.
- (j) "Governing Instruments" shall mean and refer to the Declaration, the Bylaws, and the Articles of Incorporation.
- (k) "Invitee" shall mean and refer to an individual who has been invited to a Parcel or the Subdivision by an Owner or by the Owner's tenant. Depending upon context, such term may, without limitation, include a social guest of an Owner or the Owner's tenant. Notwithstanding the foregoing, the term "Invitee" shall not include any individual whose purpose for being in the Subdivision is to make a delivery to an Occupant, unless such individual is also the Occupant's social guest.
- (l) "Member" shall mean and refer to each Owner.
- (m) "Mortgage" shall mean mortgages and also all loans secured by a deed to secure debt.
- (n) "Occupant" shall mean and refer to any Person residing in a dwelling on a Lot for a period of time. Such includes, without limitation, tenants, Owners, and all guests of a tenant or an Owner who reside therein.
- (o) "Owner" shall mean and refer to the owner or owners of fee simple title to a Parcel, but excludes those having an interest merely as security for the performance of an obligation, such as a mortgagee or lienholder.

- (p) "Parcel" shall mean and refer to the lots shown on the plat of Wild Flower Subdivision [sic] recorded at Plat Book 70, Pages 157-159, Jackson County Records, and designated for single family detached homes. A "Parcel" also may be referred to herein as a "Lot."
- (q) "Person" shall mean an individual, and shall also mean a corporation, an estate, a partnership, a limited liability company, and other legal entities.
- (r) "Property" shall mean and refer to the real property described on Exhibit "A" attached to this Declaration.
- (s) "Subdivision" shall mean and refer to the Wildflower at the Village Subdivision.

**ARTICLE TWO**

**PROPERTY SUBJECT TO THIS DECLARATION**

Property Subject to Declaration. The Property shall be held and transferred subject to this Declaration.

**ARTICLE THREE**

**POWERS AND DUTIES OF AND  
VOTING RIGHTS IN THE ASSOCIATION, MEMBERSHIP**

**Section 1. Duties, Powers, and Authority of the Association.** The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Georgia, subject to such limitations upon the exercise of such powers as set forth in the Articles, the Bylaws, or this Declaration, all of which shall govern the manner in which the Board conducts the affairs of the Association. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required, or permitted to be done by this Declaration, the Articles and/or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of Owners and for the maintenance, administration and improvement of the Property.

Without limiting the foregoing, the Association shall have the power to enforce these covenants; establish and collect assessments; improve and maintain the Common Property; make reasonable rules and regulations regarding Lots and Common Property; grant or withhold approval of any action by one or more Owners if such action would change the exterior appearance of any Lot, any structure thereon, or any other portion of the Subdivision; assess fines for violations of the Governing Documents and the Association's rules and regulations; employ, retain, dismiss, and replace agents and employees to exercise and discharge the powers and responsibilities of the Association; form committees to which the Association will delegate duties; accept easements, leases, and licenses benefiting the Subdivision or any portion thereof; and acquire or lease property in the name of the Association. (Property so acquired by the Association, upon the recordation of the deed (or other instrument) designating property as Common Property shall, for all purposes including without limitation taxation, be a part of the Common Property.) The

Association shall also have the power to borrow money, and to pledge, mortgage, or hypothecate all or any portion of the property of the Association for any lawful purpose within the Association's inherent or expressly granted powers. (Any third party dealing with the Association shall be entitled to rely in good faith upon a resolution certified by the Board of Directors of the Association authorizing any such act or transaction, as conclusive evidence of the authority and power of the Association to so act, and of full compliance with all restraints, conditions, and limitations, if any, upon the exercise of such authority and power.)

Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail.

**Section 2. Membership.** Every Owner shall be a Member of the Association, however, there shall be only one (1) membership per Lot. If a Lot is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3 of this Article and in the By-laws. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, member, manager, partner, or trustee of such Owner, or by any individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association.

**Section 3. Voting Rights.**

- (a) The Association shall have one class of membership composed of the Owners. Each Owner shall have one vote for each Lot in which such Owner holds an interest required for membership, however, there shall be only one vote counted per Lot.
- (b) If there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine between/among themselves, and if only one vote is cast on behalf of such Lot, it shall be conclusively presumed that the voting Owner acted with the authority and consent of all other Owners thereof.
- (c) If more than one vote is cast per Lot, so long as the votes do not conflict, only one such vote for such Lot shall be counted.
- (d) If more than one vote is cast per Lot and the votes conflict, no vote for such Lot may be counted unless, in advance of the vote, all of the co-Owners of such Lot have notified the secretary in writing which of the Owners is authorized to cast the vote on behalf of such Lot. In this event, only the vote of the authorized Owner shall be counted.
- (e) No vote shall be exercised on behalf of any Lot if any assessment for such Lot is delinquent. For purposes of this paragraph, "delinquent" shall mean that the assessment was not paid when due and remains past due.

## ARTICLE FOUR

### PROPERTY RIGHTS IN THE COMMON PROPERTY

**Section 1. Members' Easements of Enjoyment of Common Property.** Subject to the provisions of this Declaration, the Association and every Member shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property and such rights shall be appurtenant to and shall pass with the title to every Parcel. Said rights shall include, but not be limited to, the following:

- (a) Right-of-way for ingress and egress in, through, over, and across the streets, roads and walks in the Common Property;
- (b) Rights and easements of drainage across storm water drainage and retention structures and areas, and to connect with, maintain and make use of utility lines, wires, pipes, conduits, and cable television lines which may from time to time be in or along the streets and roads or other areas of the Common Property; and
- (c) Rights to use the Common Property for any purpose consistent with this Declaration, the Bylaws and rules and regulations of the Association, and applicable governmental regulations.

**Section 2. Title to Common Property.** The conveyance of the Common Property to the Association shall be deemed to contain the following covenant which shall run with the land and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Declaration: In order to preserve and enhance the Property values and amenities of the properties, the Common Property and all landscaping, drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition.

**Section 3. Extent of Members' Easements.** The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

- (a) The Association, subject to the rights of Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.
- (b) The right of the Association to grant or dedicate to a governmental agency or a utility, and to reserve, easements, and rights-of-way, in, through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, and other utilities. No improvement or material may be placed upon any such easement as may damage or interfere with the installation and/or maintenance of utilities, or that may change the direction, or affect the flow, of drainage.
- (c) The right of the Association to grant nonexclusive, permanent rights of use and enjoyment in the Common Property to the owners and occupants of lands and

improvements not located within the Property in exchange for services, payments, or other consideration.

**Section 4. Beneficiaries of Easements, Rights and Privileges.** The easements, licenses, rights, and privileges established, created, and granted by this Declaration shall be for the benefit of the Association and Owners, all as set forth elsewhere in this Declaration. Any Owner may also grant the benefit of such easement, license, right or privilege to tenants, guests, and Invitees for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

**Section 5. Easement for Encroachments.** In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building, or any other structure or improvement as originally constructed encroaches on any Parcel, it shall be deemed that the Owner of such Parcel or the Association, as the case may be, has granted a perpetual easement to the Owner of the adjoining Parcel or the Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement.

## ARTICLE FIVE

### INSURANCE AND CASUALTY LOSSES

The Board shall have the authority to obtain insurance for insurable improvements on the Common Property against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, and to obtain public liability policies covering the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverages with respect to such risks or persons as shall be deemed necessary or appropriate by the Board. Any insurance obtained shall include such coverages, contain such deductibles, and be in such limits determined by the Board. The Association shall also have the discretion to self-insurance against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Property.

## ARTICLE SIX

### ASSESSMENTS

#### **Section 1. Creation of Lien: Obligation of Assessments.**

(a) **Lien.** Each Owner by acceptance of a deed to any Parcel included in the Property, whether or not it shall be so expressed in any such deed or other conveyance, hereby does covenant and agree to pay to the Association: (a) Annual Assessments, (2) Special Assessments, and (3) Individual Assessments, any or all of which may or shall be levied by the Association.

Any such assessments shall be established and collected as hereinafter provided. The assessments, together with interest thereon (at a rate of 18% per annum simple interest on the principal amount due), late charges (ten percent (10%) of the amount of the delinquent assessment or installment), and costs of collection thereof, including court costs and reasonable attorney's fees incurred (hereafter, "costs of collection"), shall be a charge and a continuing lien upon the Parcel against which each such assessment is made from the date on which each such assessment is due.

The precise amount of damages caused to the Association by the late payment of assessments is difficult or impossible to accurately estimate. The amount stipulated above as a late charge is a reasonable pre-estimate of the probable loss incurred by the Association due to untimely payment thereof, and is intended as damages rather than a penalty.

Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any first Mortgage, as hereinafter provided.

Each such assessment, together with interest, late charges, and costs of collection, as herein provided, shall also be the personal obligation of the Person who was the Owner of such Parcel at the time when the assessment first became due. Such personal obligation shall not pass to the Owner's successors in title (except as a lien upon the affected Parcel) unless expressly assumed by the successor, but any such assumption shall not relieve the Owner from personal liability therefore.

The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien is mandated. Notwithstanding the foregoing, the Association is and shall be authorized to file a Notice of Claim of Lien with respect to any unpaid amounts due hereunder, in which case, a lien fee in the amount of \$120.00 plus the actual recording fee may be charged by the Association to defray its administrative and/or legal costs. Such amounts shall be added to the unpaid assessment and shall be secured by the lien hereby created.

(b) **Exempt Property**. All Common Property subject to this Declaration shall be exempted from the assessments, charges and liens created herein.

Except as set forth in this subsection, no land or improvements in the Property shall be exempt from assessments, charges, or liens. No Owner may avoid the obligation for payment of assessments for any reason, including but not limited to (a) non-use or abandonment of the Common Property; (b) abandonment of the Lot; and/or (c) the Association's failure to perform its obligations required hereunder.

**Section 2. Purpose of Assessments.** The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, common benefit, enjoyment, and/or welfare of the Owners; for the performance by the Association of its duties and the exercise of the powers conferred upon it; and/or for the improvement and maintenance of the Common Property and all improvements thereon, including without limitation, the following purposes:

(a) Payment of operating expenses of the Association;



- (b) Lighting, improvement, and beautification of access ways and easement areas;
- (c) To pay all real and personal property taxes and assessments separately levied or assessed against the Association or the Common Property, if any;
- (d) Management, maintenance, improvement, and beautification of the Common Property;
- (e) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property or for maintenance of the Common Property and in furnishing services to or for the Members of the Association;
- (f) Repair and maintenance of all streets and roadways situated upon the Common Property, which are not otherwise the responsibility of any governmental entity, if any;
- (g) Funding appropriate reserves for future anticipated or unanticipated Association expenses;
- (h) Garbage collection and trash removal; and
- (i) Doing anything necessary or desirable to keep the Property neat and attractive or to preserve or enhance the value thereof, or to eliminate hazards, or which may benefit Owners or Occupants of the Property.

### **Section 3. Operating Budget and Annual Assessments.**

- (a) **Operating Budget.** The Board shall, by majority vote approximately forty-five (45) days prior to the end of the Association's fiscal year, prepare and approve a budget in an amount sufficient to meet the estimated costs of operating the Association during the coming year. The budget shall include, without limitation, the estimated repair or replacement cost of replaceable assets, if any.
- (b) **Adoption of Budget.** The Board shall cause a copy of the Operating Budget and the projected assessments to be levied for the following year, to be delivered to each Member approximately twenty-one (21) days prior to the end of the Association's fiscal year. In the event the Board shall fail to propose a budget, then and until such time as a new, acceptable budget shall have been determined, the budget then in effect shall continue for the succeeding year.
- (c) **Allocation of Annual Assessments Among Parcels.** The Annual Assessment applicable to any Parcel shall be the total assessments due from the Owners of all Parcels multiplied by a fraction, the numerator of which shall be the number one (1), and the denominator of which shall be the total number of Parcels.

### **Section 4. Special Assessments and Individual Assessments.**

- (a) **Special Assessments.** In addition to the Annual Assessments, the Board may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital

improvement upon the Common Property, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board. Special assessments are collectible as set forth below.

- (b) **Individual Assessments.** The Association may levy an Individual Assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain its Parcel pursuant this Declaration or those adopted by the Design Committee, or to reimburse the Association for any damage to the Common Property caused by any Owner or its lessee or Invitee (including social guests), or for any other purpose permitted by this Declaration. Individual Assessments are due seven (7) after transmission of the billing therefore.

**Section 5. Annual Assessments; When Due.** Annual assessments shall be due on or before January 31<sup>st</sup> of the year for which imposed, or such other date as determined by the Board; provided, however, the Board shall have the discretion to collect assessments in installments over the year for which they are imposed at such payment intervals as it shall determine. The Board may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

**Section 6. Statement of Amounts Due.** Any Owner, mortgagee of a Parcel, person having executed a contract for the purchase of a Parcel, or lender considering the loan of funds to be secured by a Parcel, shall be entitled upon request to a statement from the Association or its management agent, if any, setting forth the amount of assessments past due and unpaid, together with all other charges due pursuant to this Declaration, including without limitation, late charges, court costs, attorney's fees, fines, and accrued interest against that Parcel. Such request shall be in writing, shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Payment to the Association of a fee not to exceed \$10.00 may be required as a prerequisite to the issuance of such a statement.

**Section 7. Effect of Non-Payment of Assessments.** If any assessment is not paid when due, such assessment shall be deemed delinquent, and the party responsible for payment of such assessment shall be in default. If the assessment or installment thereon is not paid within thirty (30) days after the due date, then the same shall bear interest from the date due at a rate of 18% per annum simple interest on the outstanding principal balance. If assessments and other charges, or any part thereof, remain unpaid more than thirty (30) days after due, the Association, acting through the Board of Directors, may file suit to collect all amounts due, including, without limitation, all accrued interest, late charges (in the amount of 10% of the delinquent assessment or installment), and costs of collection thereof. In lieu thereof or in addition thereto, the Association may foreclose the lien against the Parcel and improvements thereon as set out in this Declaration. All costs of collection shall be recoverable whether or not suit be brought, and also upon appeal.

**Section 8. Subordination of the Lien to Certain Mortgages.** The lien of assessments provided for by this Declaration shall be subordinate to the lien of any Mortgage or Mortgages heretofore placed upon any Parcel and held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, any

other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities; provided, however, that a sale or transfer of any property pursuant to a decree of foreclosure, or through a nonjudicial foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such property from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment.

Notwithstanding the foregoing paragraph, effective May 1, 2023, the lien of assessments authorized herein is hereby made subordinate to the lien of any first Mortgage encumbering a Lot, if, but only if, all assessments and charges with respect to such Lot having a due date on or prior to the date of the Mortgage (as reflected thereon) have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges which become due on a date after the date of such Mortgage and prior to the foreclosure of such Mortgage, if any. Such subordination is merely a subordination and shall not relieve the Owner of the personal obligation to pay all assessments which became due during the period of ownership; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's transferee by foreclosure); and no sale or transfer of such Lot to the Mortgagee or to any other Person pursuant to a foreclosure or other proceeding in lieu of foreclosure, shall relieve any existing or previous Owner of such Lot of any personal obligation, or relieve such Lot or any Owner of such Lot from liability for any assessment that becomes due after such sale and transfer.

**Section 9. Adjustment Assessments.** The Board is authorized to enter into agreements with or to grant concessions to any Owner or group of Owners, whereby said Owner(s) may perform any one or more of the functions, duties, or prerogatives of the Association and receive in exchange therefore a reduction in any assessments or any other obligations to the Association which otherwise would be payable by said Owner(s).

**Section 10. Association Agreements for Use of Common Property.** The Board shall have the authority to grant to the owners and occupants of land not subject to this Declaration non-exclusive rights of use in and to the Common Property and improvements thereon in consideration of services, payments, or both, or any other consideration passing to or for the benefit of the Association.

**Section 11. Transfer Assessments.** Upon each and every transfer or conveyance of a Parcel upon which a dwelling has been constructed, the transferee or grantee becoming the Owner of the Parcel at each such conveyance shall be obligated to pay to the Association, in addition to all other assessments levied under this Declaration, simultaneously upon such conveyance, a nonrefundable assessment in the amount of Two Hundred and no/00 Dollars (\$200.00) (hereinafter the "Transfer Assessment"). Notwithstanding anything in this Section to the contrary, the Transfer Assessment shall not apply to any transfer of a Lot by the Owner to his or her spouse or children or, following the death of an Owner, to any heir or beneficiary.

**ARTICLE SEVEN**

**REMEDIES AND ENFORCEMENT FOR NONCOMPLIANCE  
WITH GOVERNING INSTRUMENTS AND RULES AND REGULATIONS**

**Section 1. Remedies.** Every Owner and Occupant (including, without limitation, their social guests) shall comply with the Governing Instruments and any reasonable rules or regulations adopted by the Association. It is the responsibility of all Owners to assure compliance with the Governing Instruments and rules and regulations by the Occupants of the Owner's Parcel, and all Invitees. Should any one or more of them fail to comply with the Governing Instruments or such rules and regulations, then, in addition to any other rights afforded the Association herein, the Association, acting through the Board, shall be empowered

- (a) to impose and assess monetary fines against the Owner and/or the Owner's tenant, jointly and/or severally;
- (b) to suspend temporarily voting rights and the right of use of certain of the Common Areas and services paid for as a Common Expense; provided, however, that no such suspension shall deny any Owner or lawful Occupant access to the Owner's Lot;
- (c) to file a claim of lien against the Owner's Lot;
- (d) to foreclose the lien by an action, judgment, and court order for foreclosure;
- (e) to exercise self-help by entering the Parcel, and remedying the violation. This shall include, without limitation, the right to provide exterior maintenance and repairs upon or to such Parcel and improvements thereon; to cut grass, shrubs, and trees; to remove weeds, refuse and debris (natural and artificial); to tow vehicles, boats, RVs, trailers, and equipment; and to remedy any other violation of the Governing Instruments and/or rules and regulations, and shall also include the right to charge the Owner for all costs thereof; and
- (f) to bring a civil action for any and all remedies available at law or in equity, including without limitation, to recover sums due and to seek injunctive relief. In any civil action to enforce the provisions of the Governing Instruments and/or rules and regulations, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorney's fees and court costs actually incurred in connection with such action.

Any specific right or remedy of the Association provided in this Declaration is non-exclusive and is cumulative of all other rights and remedies.

**Section 2. Right to Waive Enforcement.** The Association shall, in its discretion, have the right to waive enforcement of the Governing Instruments and rules and regulations. No waiver of a breach of any of the provisions of the Governing Instruments and/or the rules or regulations shall be construed to be a waiver of any other breach of the same, then, or at a later time, or under

other circumstances, or against another Person, nor shall the failure to enforce be construed as a waiver of any other provision of this Declaration or of any Association rule or regulation.

**Section 3. Notice and Fines.** The Board shall create a schedule of fines for violations of the Governing Instruments and/or rules and regulations ("Fine Schedule") which shall be sent to the Owners. The Fine Schedule may be amended from time to time by written notice sent by the Association to the Owners at least fifteen days before the amendment becomes effective.

Except with respect to detonation of fireworks and certain repeated offenses as reflected on the Fine Schedule, prior to imposition of a fine due to noncompliance with the Governing Instruments and/or the rules and regulations, the Association shall send written notice to the Owner and/or the Owner's tenant stating the alleged violation, the time within which the Owner and/or tenant must cure the violation, and the amount of the fine which will be imposed if the violation is not cured within the time prescribed. Such written notice must be sent no fewer than the number of days set forth in the Fine Schedule, during which period the Owner and/or tenant shall cure the violation. If the violation is not timely cured, the applicable fine will be assessed on the first day following the date of the deadline for curing the violation ("the deadline"). Separate, additional fines may be imposed for uncured violations and/or for repeated offenses, in time intervals as set forth in the Fine Schedule, until the violation is cured.

Unpaid fines will be deemed an Individual Assessment for which the Owner is personally liable so long as the Owner has been sent the aforesaid notice, and shall also constitute a lien against the Owner's Parcel. The Owner and the Owner's tenant shall be jointly and severally liable for all fines arising out of the same conduct which violates the Governing Instruments and/or rules and regulations, and which are assessed against both of them.

Detonation of fireworks is a violation which does not require any notice prior to imposition of a fine.

Upon imposing a fine, the Association shall send a written notice thereof to the individual against whom the fine has been imposed, stating therein, the amount of the fine.

**Section 4. Right to Request a Hearing.** After the Association sends notice that a fine has been imposed, the Owner and/or the Owner's tenant, as applicable, shall have seven (7) days in which to request in writing a hearing to contest the fine by sending such written request to [info@wildfloweratthevillage.com](mailto:info@wildfloweratthevillage.com) or to such other address hereafter provided by written notice given to the Members by the Association.

The said hearing may be conducted by the majority of the members of the Board, or by the Design Committee, or a combination of members of the Board and Design Committee, the choice thereof being in the discretion of the Board, except that the hearing should be conducted before an uneven number of individuals. The hearing may be conducted in person or over a videoconferencing platform such as Zoom. The decision rendered at the hearing shall be in writing, sent to the Owner, and shall be final.

**Section 5. Self-Help.** In the event (i) the Board determines that a Parcel needs repair and/or maintenance or is detracting from the overall appearance of the Subdivision, and the Owner has failed to comply with the Owner's duties under one or more of the Governing Instruments and/or

rules and regulations, or (ii) any need for maintenance, repair or replacement which is otherwise the responsibility of the Association hereunder has been caused by the willful or negligent act of an Owner or such Owner's family, representative, agent, Occupant, or Invitee (including social guests), the Association shall be authorized to engage in self-help to remedy the condition at the Owner's sole cost and expense.

Except in the event of an emergency and except with respect to lawn work and/or maintenance (cutting grass, edging, cutting and/or cutting or pruning shrubs and trees, organic debris removal, and the like), prior to commencement of any such self-help work, the Board must furnish ten (10) days' prior written notice to the Owner advising that unless certain specified changes, repairs, and/or maintenance are commenced within said period and thereafter diligently pursued to completion, the Association may engage in self-help and provide such changes, repairs, and/or maintenance, and all charges for the same shall be assessed against the Owner. Such notice shall describe with reasonable particularity the needed changes, maintenance, repair, replacement, or other required action, and shall give the Owner ten (10) days within which to remediate, or, in the event remediation is not capable of completion within a ten-day period, to commence such action within such ten-day period, and to complete the same within a reasonable time.

Notwithstanding the foregoing, with respect to lawn work and/or maintenance, prior to commencement of any such self-help, the Board must give the aforesaid notice to the Owner at least five (5) days in advance of any such self-help work.

Upon the failure of Owner to act within said period of time and thereafter to diligently pursue the actions described in the notice, the Association shall have the right to enter upon any Parcel and the exterior of any improvement located thereon, and/or to hire personnel to do so, and to make such repairs or maintenance specified in the written notice. By way of example and not limitation, the Association shall have the right to paint; make repairs; repair or replace roofs, gutters, and downspouts; pressure-wash; clean; resurface or clean paved access ways and parking areas; cut grass; edge; cut or remove decayed or dying trees; trim or remove shrubs; provide landscaping or provide maintenance thereto; provide general cleanup, and remove debris.

The self-help notice may be sent with or included in any other notice, including without limitation, the notice sent prior to imposition of a fine.

**Section 6. Assessment for Self-Help.** The cost and expenses for self-help changes, repair and/or maintenance, together with any fine associated therewith, shall constitute and be an Individual Assessment against the Owner of the Parcel upon which such repair and/or maintenance is performed. Said Individual Assessment shall be a lien upon the affected Parcel and shall also constitute a personal obligation of the Owner. The Individual Assessment shall be collectible, along with interest at a rate of 18% per annum simple interest from date of expenditure to date of payment by Owner, and all costs of collection.

**Section 7. Access.** For the purpose of performing the self-help repairs or maintenance authorized by this Article, the Association, through its agents or employees, shall have the right to enter upon any Parcel and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

In exercising the right of self-help, neither the Association nor its Board, officers, agents, contractors, sub-contractors, vendors, or employees shall be liable to any Owner for trespass, nor shall such individuals be liable for damages or injury to the Parcel, Owner, or Occupant of the affected Parcel or improvements thereon unless caused by such individual's gross negligence.

**Section 8. Foreclosure of Lien.** Not less than 30 days after notice is sent by certified mail or statutory overnight delivery, return receipt requested, to the Owner both at the address of the Lot and at any other address or addresses which the Owner may have designated to the Association in writing, the lien may be foreclosed by the Association by an action, judgment, and court order for foreclosure in the same manner as other liens for the improvement of real property, subject to superior liens or encumbrances, but any such court order for judicial foreclosure shall not affect the rights of holders of superior liens or encumbrances to exercise any rights or powers afforded to them under their instruments. The aforesaid notice shall specify the amount of the assessments then due and payable together with late charges, and interest. No foreclosure action shall be permitted unless the amount of the lien is at least \$2,000.00. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber, and convey the same.

## **ARTICLE EIGHT**

### **DESIGN COMMITTEE, DESIGN STANDARDS, AND AESTHETIC AND ARCHITECTURAL CONTROL**

**Section 1. Design Committee.** The Design Committee shall be established by the Board and shall serve until replaced by the then-current Board or a subsequent Board. It shall be the responsibility of the Design Committee to adopt, amend, implement, oversee, and assure compliance with, the Design Standards in order to maintain a consistent, harmonious, safe, architecturally and aesthetically pleasing neighborhood, and/or for the purpose of enhancing the value of the Subdivision and the individual Parcels therein.

The membership of the Design Committee shall be determined by the Board. The Design Committee shall have no fewer than three (3) members, none of whom shall be required to be Owners or Occupants of the Property. The Design Committee should, but is not required to, include an uneven number of committee members. However, should there be a tie vote on any application it receives, the matter must be submitted to the Board for determination.

Whenever the Design Standards provide that an action or thing requires or does not require Board approval, so long as a Design Committee exists, such language shall be construed to mean that the matter requires or does not require approval of such committee. In the absence of a Design Committee, the Board shall stand in its place for all purposes hereunder.

The Board shall have the power to delegate the powers of the Design Committee to a licensed property management company which shall otherwise comply with the procedures set out herein, except that at the request of the Owner and upon the consent of the Board, a hearing relating to any matter which has not been approved under this Article may be conducted by the Board rather than the management company.

The Design Committee must keep and maintain minutes of its meetings, and must make them available for inspection by Members within fifteen (15) calendar days following any action of the Committee.

**Section 2. Design Standards.** The Design Committee shall promulgate and may revise from time to time the Design Standards which shall be submitted to the Board for approval. The Board-approved Design Standards shall be made available to all Members and prospective Members of the Association. The Design Standards may include any and all matters considered appropriate by the Design Committee not inconsistent with the provisions of this Declaration.

Whenever revised Design Standards are adopted, a copy thereof shall be sent to the Owners. The revised Design Standards shall become effective as to all matters requiring Design Committee approval from and after the date notice thereof has been sent to the Owners, except as to any pending application which shall be governed by the Design Standards in effect at the time the application is submitted. A copy of the current Design Standards shall be available to any Owner or prospective Owner upon written request transmitted to the Board. Adoption of different, additional, or revised Design Standards shall not require amendment of this Declaration.

The Design Standards shall not limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable, so long as such work does not affect the exterior of the improvements.

**Section 3. Aesthetic and Architectural Control.** Except as may be provided in the Design Standards, no exterior painting; site work; landscaping; utilities extension; drainage improvements; paving; building; installation of fences, gazebos, arbors, hot tubs, doors roofs, walls, signs, billboards, and/or flags; or change or alteration to the exterior of any existing structures, improvements, or to any existing landscaping, shall be commenced, erected, or maintained, nor shall a building permit be obtained therefore (if required by law), unless and until the Owner has submitted a written application to the Design Committee which has approved the application. (Notwithstanding anything contained in this Declaration to the contrary, the Association shall be allowed to erect signs, including but not limited to directional signs, signs advertising Association activities, and "no parking" signs.)

As to any such work for which a building permit is required, and for any other permanent improvement, the Design Committee may require professional blueprints, drawings, plans, and specifications reflecting the nature, design, kind, shape, color, size, height, grade, elevation, materials, and location of all proposed modifications, renovations and/or improvements. All such blueprints, drawings, plans, and specifications required by the Design Committee shall be prepared at the expense of Owner making the application. Alternatively, the committee may allow the aforesaid to be hand-drawn. With respect to landscaping, the Design Committee may require a detailed landscape plan showing the design and the types of proposed turf, plants, shrubs, ground cover, rock, mulch, edging, materials, lighting, and trees to be installed, and their location relative to Lot boundaries and improvements thereon.



In determining whether to approve the application, the committee may consider the proposal's consistency and harmony with the Development Plan, the Subdivision; and the Design Standards; color; materials; location in relation to surrounding Lot boundaries and improvements thereon and nearby; appropriateness of drainage features and topography; aesthetics; and such other considerations as may be contained in the Design Standards.

The concurrence of a majority of the members of the Design Committee shall be required for any decision of such Committee. The conclusion of the Design Committee shall be binding.

**Section 4. Approval or Disapproval.** All responses of the Design Committee shall be in writing and shall be accompanied by the blueprints, drawings, plans, and specifications previously submitted by the Owner. Approval of the application may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the Design Committee with the location of the structure on the Parcel, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the landscaping, or because of its reasonable dissatisfaction with any or all other matters which, in the reasonable judgment of the Design Committee, will render the proposed item of improvement out of keeping with the Design Standards. Notwithstanding, the Design Committee's decisions may be made solely on aesthetic considerations.

Applications and re-submittals thereof shall be approved or disapproved by the Design Committee within thirty (30) days after its receipt of a complete application, including anything reasonably requested by the Design Committee. Failure of the Design Committee to respond to a submittal or re-submittal of a complete application within such period shall be deemed to be an approval of the application as submitted or re-submitted. Whenever the Design Committee disapproves plans and specifications, the disapproval shall be accompanied by an explanation of the reason(s) why the application was disapproved and a description of the procedure through which the Member may request reconsideration of the decision by the Board.

**Section 5. Waiver of Liability.** Neither the Design Committee, nor its members, nor the Association, nor any of their representatives shall be liable in damages to anyone submitting plans for approval, nor shall they be liable in damages to any Owner or Occupant of the properties, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve or disapprove of any application. Every person who submits an application agrees, by submission thereof, and every Owner or Occupant of any Parcel agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages. Approval of any application by action or inaction shall not be deemed a warranty, representation, or covenant that such buildings, improvements, landscaping, or other action taken pursuant thereto or in reliance thereon complies with, or is not in violation of, any applicable laws, the Governing Instruments, or rules or regulations.

The Design Committee or any agent thereof, shall not be responsible in any way for any defects in any plan and specifications and plot plans submitted, revised, or approved in accordance with the requirements of the Design Committee, or for any structural or other defect in any work.

**Section 6. Enforcement of Design Standards.** The Board shall have authority on behalf of the Association to enforce the Design Standards and the decisions of the Design Committee. Should the Association be required to enforce the provisions thereof by legal action, the attorney's fee and costs incurred, whether or not judicial proceedings are involved, shall be collectible from Owner.

**Section 7. Compliance With Approved Application.** All work must be performed strictly in accordance with the application as submitted and approved by the Design Committee. If work is performed other than as approved, it shall be deemed to have been undertaken without the approval of the Design Committee.

After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, the work shall, in favor of bona fide purchasers for value without notice of noncompliance, be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance executed by any member of the Design Committee or the Board shall appear of record in the office of the Clerk of the Superior Court of Jackson County, Georgia, or legal proceedings shall have been instituted against the subject Owner with respect to such non-compliance.

**Section 8. Variances.** The Design Committee, in its discretion, shall have the right to grant variances from compliance with any of the Design Standards with respect to specific applications submitted by Owners. Such variances must be evidenced in writing and must be dated and signed by at least a majority of the members of the Design Committee and shall be effective upon notice sent to the Owner/applicant.

If such variances are granted, no violation of this Declaration shall be deemed to have occurred with respect to the specific matter and/or incident for which the variance was granted, nor shall the variance be construed as a waiver of the Design Standards with respect to any other Person, incident, or application.

The granting of a variance shall not affect in any way Owner's obligation to comply with all governmental laws and regulations affecting the use of Owner's Parcel.

**Section 9. Completion of Work Approved by Design Committee.** Unless otherwise approved in writing by the Design Committee, all actions it approves shall be diligently pursued to completion and shall be completed within six (6) months from the date notice of approval is given to the applicant. If the work that is the subject of the application has not commenced within said six (6) month period, and diligently pursued to completion, the approval shall have expired, and no work shall thereafter commence without re-submission of the application.

## ARTICLE NINE

### REPAIR AND MAINTENANCE RESPONSIBILITY

**Section 1. Owner's Repair and Maintenance Responsibility.** Except for those repair and maintenance responsibilities imposed upon the Association, all repair and maintenance of the Owner's Parcel and all improvements located thereon, shall be the responsibility and duty of the Owner, including without limitation, painting; repairing, pressure washing; care, repair, and replacement of roofs, fascia board, siding, windows and doors, gutters, walkways (except not sidewalks), driveways, and downspouts; seeding or sodding, watering, cutting, edging and maintenance of lawns; and cutting, trimming and maintenance of trees and shrubs. The Owner's Parcel and all improvements and landscaping thereon shall be kept and maintained in good and presentable condition, and repair and shall be consistent with the standard of maintenance generally prevailing in the Subdivision, this Declaration, and in accordance with the Design Standards. Without limiting the foregoing, the following shall not be allowed to remain in a state of disrepair: peeling or chipping exterior paint surfaces; detached gutters and downspouts; mold/mildew buildup on exterior of house, outbuildings, and/or mailboxes; broken brick, stucco, or mortar; curled, missing or detached roof shingles; and broken windows or shingles.

**Section 2. Association Repair and Maintenance Responsibility.** The Association shall maintain and keep in good repair the Common Property and all improvements thereon. Said maintenance obligation shall be deemed to include, but not be limited to, maintenance, repair and replacement of improvements situated upon Common Property.

## ARTICLE TEN

### RESTRICTIVE COVENANTS

**Section 1. Landscaping and Lawn Maintenance.** Grass shall be kept cut to a height not to exceed four inches (4") and lawns shall be edged and kept reasonably free of limbs, leaves, weeds, grass clippings, pinecones, and debris, natural and otherwise. Pine straw or mulch shall be replaced at least one time per year or more frequently as required for the pine straw or mulch to remain in good, clean condition in all beds and as ground cover for all bare and/or weed-filled portions of the Owner's Lot. Pine straw and mulch should be kept reasonable free of falling debris such as leaves, pinecones, sticks, and tree limbs. See also the Design Standards and Article Eight above.

**Section 2. Activity Constituting a Nuisance.** No activity constituting a nuisance shall be allowed upon the Property. For purposes of this Restrictive Covenant, the term "nuisance" shall mean anything, lawful or unlawful, that causes hurt, inconvenience, or damage to another Owner or Occupant, applying a reasonable person standard, or which interferes with another Person's peaceful possession and proper use and enjoyment of the Property or any portion thereof, nor shall any improper, unsightly, offensive, or unlawful use be made of any Parcel or any improvements thereof, or of the Common Property, nor any part thereof. All laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

No Owner, tenant, Occupant, or Invitee shall cause any nuisance or unclean, unsafe, unhealthy, unsightly, or unkempt condition on the Property or any portion thereof, nor shall they cause or produce any of the following effects: noise or sound that is or would be objectionable to any other reasonable Owner, tenant, or Occupant because of its elevated volume, duration, intermittent beat, frequency or shrillness; smoke or noxious, toxic, or corrosive fumes or gases; noxious odors; unusual fire or explosive hazards; or vibration. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used, or placed on the Property.

No hazardous substance, as defined in 42 U.S.C.A. section 9601(14) as may hereafter be amended shall be treated, deposited, stored, disposed, or used in or upon any Parcel or the improvements thereon.

**Section 3. Rules and Regulations.** Rules and regulations promulgated by the Board as to the use and enjoyment of the Property shall be observed by Owners, Occupants, and Invitees. Such rules and regulations may augment or clarify the terms of this Declaration or any provision, covenant, or restriction herein contained. Copies of such rules and regulations shall be made available to each Member. It is the responsibility of the Owner to make all tenants in the Owner's Parcel aware of such rules and regulations, and to assure their compliance and that of Invitees, therewith.

**Section 4. Animals.** Only domestic animals such as dogs, hamsters, gerbils, ferrets, rabbits, fish, birds, and cats may be kept as pets, and shall not be kept or bred for any commercial use anywhere on the Property. All pets shall be sheltered inside. No animal shelter shall be permitted outside. All dogs and cats must be leashed when outside. Any pet which is kept or bred for any commercial use, allowed to roam free, or repeatedly makes objectionable noise, or constitutes a nuisance or inconvenience to other Owners or occupants, or which endangers the health and safety of others, shall not be permitted to remain on the Property, and the Owner may be assessed fines therefore. Pets shall only be allowed to defecate in their Owner's/Tenant's Lot, however, in the event a pet should defecate on another Lot or the Common Area, the feces shall be retrieved and removed immediately. Pet feces shall not be allowed to remain on any Lot, including that of the Owner. The Owner and/or Tenant may be fined for ~~to~~ violation of this covenant.

**Section 5. Vehicles and Repair.** The assembly or disassembly of motor vehicles or other mechanical devices shall not be pursued or undertaken on any Lot in a location that is visible from the street or any neighboring Parcel.

**Section 6. Temporary Structures.** No building or structure of a temporary character, including but not limited to trailers, shall be permitted in the Property; provided, however, temporary improvements used solely in connection with the construction of approved permanent improvements shall be permitted so long as inconspicuous as possible and removed immediately upon completion of such construction.

**Section 7. Fences.** All fences must be approved by the Design Committee, and the following types of fences shall not be permitted: chain link, hog-wire, barbwire, living, or fabric fences.

**Section 8. Drainage Structures.** No person, without the prior written approval of the Design Committee, shall obstruct, alter, or in any way modify the method and/or structures of drainage now or hereafter lawfully installed by any Owner in accordance with this Declaration, or the Association from, on and over any Parcel or Common Property; nor shall any structure be erected, placed, or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

**Section 9. Subdivision.** No part of the Property shall be further subdivided without the prior written consent of the Board.

**Section 10. Completion of Construction.** After commencement of construction of any improvements on a Parcel, the Owner thereof shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner of such Parcel shall at all times keep public and private streets contiguous to the Parcel free from any dirt, mud, garbage, trash, or other debris which might be occasioned by the construction of the improvements.

**Section 11. Size.** All homes on a Parcel shall have a minimum of 2000 square feet of finished interior, heated space, exclusive of garages, porches, terraces, and basements, whether or not finished. All outbuildings must be pre-approved by the Design Committee pursuant to the Design Standards.

**Section 12. Satellite Disc Rules.** No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting radio or video signals shall be placed, allowed, or maintained upon any portion of the Lot in view from the street, provided, however, (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals, may be installed in the rear of the Parcel and shall not be visible from the street.

**Section 13. Basketball Goals, Recreational, and Playground Equipment.** Basketball goals, recreational and playground equipment shall be placed or installed only upon the rear of a Lot, and all such items shall be maintained in good physical condition and without visible defects.

**Section 14. Trash, Garbage and Recycle Containers and Wood Piles.** All trash, and recycle containers, and wood piles, shall be stored in the basement, garage, or kept screened by adequate planting or fencing, so as to conceal them from view by neighboring residences and the street. Garbage and Recycling Containers may be placed at the collection location up to 24 hours ahead of the scheduled collection time and must be removed by 8 AM on the day following collection.

**Section 15. Flags and Poles.** The Design Committee may promulgate Design Standards with respect to the display of flags in the Subdivision, including, without limitation, regulating the

size of flags that may be displayed and imposing reasonable time, place, and manner restrictions pertaining to the display thereof. Notwithstanding the foregoing, neither the Association, nor such committee shall enact any rule or regulation in contravention of the Freedom to Display the American Flag Act of 2005.

All stand-alone or freestanding poles, including but not limited to poles for use in displaying flags and decorative poles, must be approved by the Design Committee prior to installation.

The installation and retention of house-mounted flags shall be governed by the Design Standards and may be subject to approval as provided in such Standards.

All flags and flag poles must be maintained in good and presentable condition so that flags are not frayed, torn, or mildewed, and the finish on flag poles is not peeling or mildewed.

**Section 16. Above Ground Pools.** No above-ground swimming pools shall be allowed.

**Section 17. Window A/C Units.** Except as may be permitted by the Design Committee, no window air conditioning units may be installed.

**Section 18. Exterior Clotheslines.** No exterior clotheslines of any type shall be allowed.

**Section 19. Building Materials.** Except for building materials employed during the course of construction of any structure approved by the Design Committee, no lumber, metals, bulk materials, or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth in the Design Standards.

**Section 20. Parking.** All cars in driveways must be parked parallel with the driveway. Parking on lawns and streets is prohibited (other than visitors temporary short term street parking as may be allowed in the Design Standards). Temporary overflow parking is allowed by a permit issued by the Board.

**Section 21. Fireworks.** There shall be no fireworks detonated in the Subdivision.

**Section 22. Leaves and Organic Debris.** Leaves and other organic debris may not be blown or otherwise deposited into the streets, on the sidewalks, or on any Common Property, except as may occur naturally due to wind conditions.

**Section 23. Non-Residential Use.** Residences may be used for residential purposes only. No business, trade, or commercial activity of any kind is allowed on any Lot, nor shall any business, trade, or commercial activity be advertised on any Lot. Notwithstanding the foregoing, this restriction shall not be construed to prevent any Occupant from working from a home office within the confines of the residence, so long as such work (a) does not entail visits to such Lot by clients, customers, employees, or contractors for business purposes; and (b) does not impact the Subdivision by producing additional traffic or noise, or by compromising its residential character.

**Section 24. Toys and Bicycles.** Toys and bicycles shall not be left unattended after use and shall be stored out of sight of the street and adjoining Lots.

**Section 25. Visibility of Trailers, Motorhomes, Recreational Vehicles, Campers, Over-sized Vehicles, and Other Motorized Vehicles and Equipment.** The following must be stored so as not to be visible from any other Parcel or the Subdivision streets: All trailers of every kind and for every intended use; motorhomes; campers (on or off a vehicle); boats; recreational vehicles; tractors; riding mowers; and trucks larger than one ton.

**Section 26. Mobile Homes/Manufactured Homes.** Mobile Homes and manufactured homes are prohibited from being erected or moved to any Parcel in the Subdivision.

## **ARTICLE ELEVEN**

### **AMENDMENTS**

**Section 1. Amendments by the Board.** The Board shall have the right to amend this Declaration for the purpose of (1) correcting typographical, punctuation, and grammatical errors; (2) curing any ambiguity in or any inconsistency between the provisions; and/or (3) removing or changing any provision which tends to impede the Association's implementation, use and/or operation of advancements in technology, without the vote or consent of the Members so long as the said amendment does not adversely affect the substantive property rights of Members or mortgagees. The Board shall send the Members a copy of any such amendment within approximately ten days of its adoption by the Board. Thereafter, the Board shall be authorized to record the amendment in the public records of Jackson County at which time the said amendment shall be deemed effective.

**Section 2. Other Amendments.** This Declaration may also be amended by the affirmative vote, the written consent, or any combination thereof, of a majority of the total votes in the Association. The Board shall be authorized to record the amendment in the public records of Jackson County at which time the said amendment shall be deemed effective, unless a later effective date is specified in the amendment. The Association President or Vice President shall certify in writing that all notices required by the Declaration and Bylaws were properly given and that the required number of votes and/or written consents was obtained in order to amend the Declaration, which certification shall be witnessed, notarized, and attached to the Amendment prior to filing, and which certification shall be sufficient to evidence the due and proper adoption of the amendment to the Declaration.

Any procedural challenge to the adoption of an amendment to the Declaration must be asserted in a civil action no later than one year after the recording of the amendment on the public record. As used herein, a "procedural challenge" shall include, without limitation, any challenge based upon notice, the form of votes and/or written consents, and the number of votes and/or written consents.

If a Member consents to any amendment to the Declaration, it will be conclusively presumed that such Member has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

## ARTICLE TWELVE

### DURATION AND TERMINATION

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association and any Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years; provided, however, if any such automatic extension is limited or prohibited by law, said covenants may be extended in the manner and for up to the maximum period permitted by applicable law. This Declaration may be terminated at any time by recordation of an instrument signed by the then holders of one hundred percent (100%) of the votes in the Association and their first mortgagees agreeing to terminate said covenants and restrictions, and in addition thereto, if required by any relevant law or ordinance, the Association may not be dissolved without the prior written consent of the Jackson County Board of Commissioners.

## ARTICLE THIRTEEN

### GENERAL PROVISIONS

**Section 1. Remedies of Owners.** If any Person (other than the Association or the Board, or anyone acting on behalf of the Association or the Board) shall violate any of these covenants or restrictions, it shall be lawful for any Owner (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, and/or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration.

**Section 2. Severability.** The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

**Section 3. Notices.** Unless otherwise specified herein, any notice required or permitted hereunder shall be in writing and shall be deemed to have been duly given if emailed, delivered personally or if sent by first class mail, postage prepaid:

- if to a Member, at the address or email address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the last known address or email address of the Member; or
- if to the Association, the Board of Directors, an Association officer, or the managing agent, if any, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members.



If there are multiple Owners of a single piece of property, notice to one (1) shall be deemed notice to all. Multiple Owners may designate one (1) Owner as the person entitled to receive notice of Association matters by so notifying the Association in writing.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed under seal on the 30 day of March, 2023.

Wildflower at the Village Owner's Association, Inc

By: [Signature]  
President

Print Name: Stephanie Myers

Attested:

By: [Signature]  
Secretary

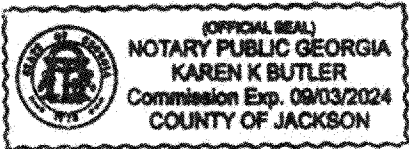
Print Name: Linda Hughes

Signed, sealed, and delivered on the 30 day of March, 2023

in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
NOTARY PUBLIC



## EXHIBIT "A"

All that tract or parcel of land lying and being in the 1407 GMD, Jackson County, Georgia containing 30.32 acres more or less depicted as the "Total Area = 30.32 Acres" on that Final Plat for Wildflower Subdivision dated May 2, 2007, prepared by Donald Rex Jones, Georgia Registered Surveyor No. 2396, and recorded in Plat Book 70, Pages 157-159 in the office of the clerk of Superior Court of Jackson County, Georgia which survey and the recording thereof are expressly incorporated herein.

STATE OF GEORGIA  
COUNTY OF JACKSON

**The undersigned hereby certifies:**

- a) that the foregoing is a genuine copy of the "Fourth Amendment Revising and Restating the Declaration of Covenants Conditions and Restrictions for Wildflower at The Village Owner's Association, Inc." ("*Fourth Amendment to Declaration*") which was proposed and recommended by the Wildflower at the Village Owner's Association, Inc. ("the Association") acting through its Board of Directors, and which was duly adopted by resolution of the Owners on March 25, 2023 at a duly called Association meeting;
- b) that the *Fourth Amendment to Declaration* was adopted by the affirmative vote, the written consent, or any combination thereof, of a majority of the total votes in the Association which is the number required in order to amend the Declaration; and
- c) that due and proper notice of such meeting was given.

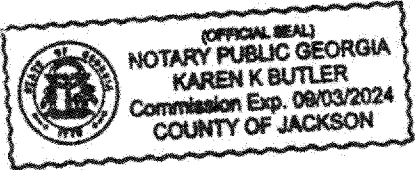
*Wildflower at the Village Owner's Association, Inc*

By: [Signature]  
Stephanie Myers, President

Attested  
By: [Signature]  
Linda Hughes, Secretary

Signed, sealed, and delivered on the  
30 day of March, 2023  
in the presence of:

[Signature]  
Unofficial Witness  
[Signature]  
NOTARY PUBLIC



**SECOND AMENDMENT TO THE BYLAWS OF  
WILDFLOWER AT THE VILLAGE OWNER'S ASSOCIATION, INC.**

**ARTICLE I**

**NAME, MEMBERSHIP AND DEFINITIONS**

Section 1. Name. The name of the Association is Wildflower at the Village Owner's Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Membership. Provisions regarding membership in the Association are set forth in the Declaration of Covenants, Conditions and Restrictions for Wildflower at the Village as amended (hereinafter sometimes referred to as the "Declaration") and are incorporated by reference herein.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration unless the context shall prohibit.

**ARTICLE II**

**ASSOCIATION: MEETINGS, VOTING, PROXIES, QUORUM**

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical. The place of Meetings of the Association shall also be deemed to include conducting a meeting by means of remote communication such as video conferencing. Those who join the electronic meeting are to be counted towards a determination of a quorum.

Section 2. Annual Meetings. Annual meetings shall be set by the Board so as to occur approximately sixty days after the close of the Association's fiscal year.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board or, upon a petition signed by Members representing at least twenty-five percent of the total votes in the Association. The Notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. Any member may attend a special meeting.

Section 4. Notice of Meetings. The Secretary shall cause written notice of all meetings to be mailed, emailed, or to be personally delivered to each Member's residence in the subdivision (hereafter referred to as "Residence"). If mailed or emailed, it should be sent to the address or email address which the Member has designated in writing and filed with the

Secretary or, if no such address has been designated, at the last known address or email address of the Member.

The Association shall notify Members of meetings no less than ten nor more than fifty days before a meeting.

Notices of meetings shall include the date, time, and place of the meeting. Notices of Special Meetings shall also include a description of the purpose of the meeting.

Owners may be notified of meetings by email unless the Owner specifically notifies the Secretary to the contrary in writing. Any notice provided to an Owner by email prior to the time the Owner has given such written notice to the Secretary, shall be deemed to have been properly given. It is the responsibility of all Owners to notify the Secretary in writing of the Owner's current email address.

The mailing, emailing, or delivery of a notice of meeting in the manner provided in this Section shall be considered delivery of notice.

In addition to serving notice as provided above, or as an alternative thereto, the Board may serve notice of an Annual or Special Meeting by publishing notice in a newspaper or newsletter circulated within the Community. The date of publication shall be the date that notice is given.

Section 5. Waiver of Notice. A Member may waive any notice of meeting before or after the date and time stated in the notice. The waiver must be in writing or by electronic transmission, be signed by the Member entitled to the notice (or sent from the Member's email address on file with the Association), and be delivered to the Secretary for inclusion in the minutes or filing with the corporate records which may be maintained in electronic form. A Member's attendance at a meeting:

- Waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and
- Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, the meeting may be adjourned to a different date, time, and/or place. Notice of the new date, time, and/or place of the meeting must be given unless the new date, time, and/or place is/are announced at the meeting before adjournment. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting.

A. Voting Rights. The voting rights of the Members are set forth in the Declaration, and such voting rights are incorporated herein.

B. Action by Ballot. Unless a vote on any question is required by law, the Declaration, or these Bylaws to be taken at a meeting, any action that may be taken at any meeting of Members may be taken without a meeting if the Association delivers a ballot in writing or by electronic transmission to every Member entitled to vote on the matter.

A ballot in writing or by electronic transmission shall:

- Set forth each proposed action; and
- Provide an opportunity to vote for or against each proposed action.

Approval by ballot in writing or by electronic transmission shall be 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.

Whenever the Association solicits a vote by ballot in writing or by electronic transmission, the solicitation shall:

- Indicate the number of responses needed to meet the quorum requirements;
- State the percentage or number of approvals necessary to approve each matter other than election of directors; and
- Specify the time by which a ballot must be received by the Association in order to be counted.

A ballot in writing or by electronic transmission may not be revoked.

The Board shall determine the method of voting, the form of all ballots, and the deadline for return of ballots. Ballots shall be returned to the Secretary or other officer or agent the Board has authorized to tabulate votes. The Board shall designate the number and location of polling places, if any.

#### Section 8. Proxies.

At all meetings of the Association, Members entitled to vote may vote in person or by proxy.

All proxies shall be in writing, dated, and signed by the Member, the Member's agent, or the Member's attorney-in-fact. Proxies shall also include the street address of the Member.

The proxy may be mailed, emailed, or personally delivered to the Secretary or other officer or agent the Board has authorized to tabulate votes. To be effective, the proxy must be received no later than the time designated by the Board. If the proxy is signed by the Member's agent or attorney-in-fact, the instrument authorizing such agent or attorney-in-fact to sign on behalf of the Member must be transmitted with or provided to the Secretary or other officer or agent the Board has authorized to tabulate votes no later than the time designated by the Board and, if no time has been designated by the Board, then by the start of the election.

Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his or her Residence, upon receipt of notice by the Secretary of the death or judicially declared incompetence of an Owner, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy. The death or incapacity of the Member appointing a proxy does not affect the right of the Association to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent the Board has authorized to tabulate votes before the proxy exercises authority under the appointment.

A proxy will be deemed revoked if the person who sought to vote by proxy (a) attends a meeting and votes in person; or (b) signs and delivers to the Secretary or other officer or agent the Board has authorized to tabulate proxy votes, a subsequent proxy, or a writing stating that the proxy is revoked.

Section 9. Quorum. A minimum of twenty-five percent of the votes entitled to be cast on a matter must be represented at a meeting of Members to constitute a quorum on that matter, whether represented in person or by proxy.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, so long as any action taken thereafter is approved by at least a majority of the votes required to constitute a quorum. Unless twenty percent or more of the voting power of the Association is present in person or by proxy, the only matters that may be voted upon at an Annual Meeting of Members are those matters that are described in the meeting notice.

**ARTICLE III****BOARD OF DIRECTORS****Section 1. Composition and Selection**

A. Governing Body: The affairs of the Association shall be governed by a Board of Directors.

B. Eligibility Requirements for Directors. Directors shall be natural persons who are 21 years of age or older, and who are Owners. Any Owner which is not a natural person (e.g., a corporation or a limited liability company) may designate a natural person as the representative or agent of such Owner by a written instrument provided to the Secretary, and such designee shall be eligible to hold the position of director. Only one Member per Lot may serve on the Board at the same time. In order to be eligible as a nominee for director, the assessments and dues owed by the candidate must be current and he or she shall have no unpaid fines owed to the Association.

C. Number of Directors. The Board shall consist of five directors.

D. Nomination of Directors. Eligible directors may be nominated by any Member and may also be nominated by a Nominating Committee established by the Board. Nominations of directors shall be in writing and delivered to the Secretary or other officer or agent the Board has authorized to tabulate votes, by mail, email, or personal delivery, no later than fourteen days in advance of the Annual Meeting. The Secretary or such other officer or agent shall compile a list of all eligible nominees and shall email, mail, or personally deliver such list to the Members approximately seven days in advance of the Annual Meeting. At the Annual Meeting, the presiding officer may limit the time for each such candidate to communicate his or her qualifications and to solicit votes.

E. Election of Directors and Term of Office.

Elected Directors shall be elected by referendum conducted at the Annual Meeting. Alternatively, in the discretion of the then-current Board, the election of directors may be conducted by ballot sent to the Members which lists the names of all eligible nominees and allows the Members to vote for the requisite number of Directors. The date of the election of Directors shall be determined by the then-current Board but shall occur no later than two weeks after the date the Annual Meeting is conducted.

The term of each director shall be one year or until the director's successor is elected, whichever is later. The term of newly elected directors shall begin two days after the election of Directors.

Cumulative voting is not permitted. Those candidates receiving the largest number of votes shall be elected. In the case of a tie vote, the winner shall be determined by the flip of a coin.

All Members eligible to vote shall have the right to vote for Directors.



F. Removal of Directors. At any Special Meeting of the Association duly called, any one (1) or more of the members of the Board may be removed, with or without cause, by Owners holding a majority of the total Association vote entitled to vote thereon and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment an assessment for more than three (3) calendar months may be removed by a majority vote of the directors at a meeting, a quorum being present.

G. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by vote of the Members, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so selected shall serve the unexpired portion of the term.

## Section 2. Meetings.

A. Organizational Meetings. An Organizational Meeting of the Board of Directors shall be held within approximately ten days of the date after the election of the Board. Should more than one director be removed simultaneously by the Members, an Organizational Meeting shall be held approximately ten days thereafter. The date, time and place of such meeting shall be as determined by a majority of the directors.

B. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. The Board may adopt a regular schedule which includes the date, time, and place of regular meetings. Notice of the regular schedule shall constitute sufficient notice of such meetings.

C. Special Meetings. Special meetings of the Board shall be held when requested by the President, Vice President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director; or (d) by email. All such notice shall be given or sent to the director's physical or email address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least five (5) days before the time set for the meeting. Notices given by personal delivery, telephone, or email must be sent at least forty-eight (48) hours before the time set for the meeting.

D. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if either before or after the meeting, any director who was not present

at the meeting, waives notice in writing or by electronic transmission, signed by the director entitled to the notice, and delivered to the Secretary for inclusion in the minutes or filing with the Association's records. Notwithstanding the foregoing, a director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the director at the beginning of the meeting (or promptly upon the director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

E. Quorum of Board of Directors and Voting. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present in person at a meeting at which a quorum is present shall constitute a decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless:

- The director objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;
- The director's dissent or abstention from the action taken is entered in the minutes of the meeting; or
- The director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Association immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

If any meeting cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a later time. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

F. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by a majority of the total Association vote entitled to vote thereon. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as directors.

G. Member Request. Any Member may request to address the Board of Directors by giving written notice to the Secretary which shall include a general description of the matter to be addressed.

H. Attendees. Except as otherwise provided herein, only Board members shall be entitled to attend meetings of the Board unless otherwise permitted by the Board.

I. Action Without A Formal Meeting: Any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

J. Means of Communication at Meetings. Any or all directors shall be entitled to participate in any meeting conducted in whole or in part through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

### Section 3. Powers and Duties

A. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things which are not by Declaration, Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and be responsible for the following without limitation:

- (1) preparing and adopting an annual budget in which there shall be established the contribution of each Residence Owner to the Association Expenses;
- (2) making assessments to defray the Association's Expenses and other assessments authorized by the Declaration, establishing the means and methods of collecting such assessments, and establishing the period of payment for assessments;
- (3) providing for the operating, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association.
- (4) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (5) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (6) making and amending rules and regulations, and design guidelines;
- (7) opening bank accounts on behalf of the Association and designating the

signatories required;

- (8) enforcing by legal means the provisions of the Declaration, these Bylaws, and the Association's use restrictions, rules and regulations, and Design Guidelines, including without limitation, the right to commence and prosecute legal or other proceedings;
- (9) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof, and filing and adjusting claims, as appropriate;
- (10) providing services to all areas that the Association is obligated to provide services for;
- (11) paying the cost of all services, if any, rendered to the Association or its Members which are not chargeable to Owners or Residences;
- (12) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred;
- (13) depositing Association funds into interest bearing accounts; and
- (14) contracting with any person for the performance of various duties and functions. The Board shall also have the power to enter into common management agreements and other agreements with other property owners' associations.

To the extent permitted by law, the Board shall have the power to delegate its functions to designees of the Board and employees and independent contractors of the Association.

B. Management Agent. The Board may employ for the Association a management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.

C. Borrowing. The Board shall have the power to borrow money without the approval of the Members of the Association; provided, however, the Board shall obtain the approval of Members holding at least fifty-one percent of the total votes in the Association in the event that the total amount of such proposed borrowing would exceed Thirty Thousand (\$30,000.00) Dollars principal.

Section 4. Passing Control to Newly Elected Board of Directors.

Upon the election of a new Board of Directors, the former Board shall pass control to the new Board in an orderly fashion. This shall include, without limitation, turning over to the new Board within approximately two days of its election, all books and records of the Association of every nature, kind and description; all bank accounts and records of bank accounts; all passwords relating to Association accounts including, without limitation, online bank accounts, accounting programs, email programs, web sites, payment web sites such as PayPal, Venmo, and the like; all lists of Members containing Members' physical and email addresses, telephone numbers, and designations made by Members; all Association emails; all minutes of meetings; all records of votes cast by Members in elections; all budgets; all documentation respecting supply vendors utilized by the Association and respecting contractors who have performed work on Association property; all legal documents pertaining to the Association; all correspondence between the Association and its Members and/or third parties; all records reflecting the status of Members' payments of dues, assessments, charges and fines; and all records relating to Association taxes, including without limitation property tax assessments, bills, and payments.

#### **ARTICLE IV**

##### **OFFICERS**

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same person, except that the offices of President and Secretary may not be held by the same person. The President and Treasurer shall be elected from among the members of the Board. Other officers may be members of the Board or Members of the Association.

Officers shall be natural persons who are 21 years of age or older who are Members. Any Member which is not a natural person (e.g., a corporation or a limited liability company) may designate a natural person who is 21 years of age or older as the representative or agent of such Member by a written instrument provided to the Secretary, and such designee shall be eligible to hold the position of Officer.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the Organizational Meeting of the Board. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term. Officers shall serve until their successors have been elected.

Section 3. Removal. Any officer may be removed by the Board whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. The President

shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board and shall have charge of such books and papers as the Board may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping or causing to be kept full and accurate financial records and books of account showing all receipts and disbursements, for preparing or causing to be prepared all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

Section 8. Resignation. Any officer may resign at any time by delivering notice in writing or by electronic transmission to the Association. A resignation is effective when the notice is received unless the notice specifies a future effective date. If a resignation is made effective at a future date and the Association accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

## ARTICLE V

### COMMITTEES

Section 1. General. In addition to the committees established in the Declaration, committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board. If available, the Board shall obtain liability insurance covering the members of each committee and the Association for the activities of such committee.

Section 2. Covenants Committee. The Board may establish a covenants committee to advise the Board regarding violations of the Declaration, Bylaws, rules and regulations, use restrictions and design guidelines. If such committee is established, it shall also advise the Board regarding sanctions to be imposed for such violations.

Section 3. Architectural and Design Review Committee. An Architectural and Design Review Committee f/k/a Design Review Board f/k/a Architectural Review Committee shall be established to carry out the duties and engage in the activities described in the Declaration.

Section 4. Citizens Advisory Committee. The Board may establish a citizens advisory committee to advise the Board and other committees.

Section 5. Nominating Committee. The Board may establish a Nominating Committee to nominate candidates as directors.

## ARTICLE VI

### MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year for the Association shall be the calendar year.

Section 2. Parliamentary Rules. Roberts Rules of Order(current edition) shall govern the conduct of all Association proceedings when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, these Bylaws, or a ruling made by the person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, and these Bylaws, then the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 4. Notices. Unless otherwise specified in the Declaration or these Bylaws, all notices, demands, bills, statements, or other communications required or permitted to be sent under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if emailed, delivered personally, or if sent by first class mail, postage prepaid;

- if to a Member, at the address or email address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the last known address or email address of the Member; or
- if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members.

If there are multiple Owners of a single piece of property, notice to one (1) shall be deemed notice to all. Multiple Owners may designate one (1) Owner as the person entitled to receive notice of Association matters by so notifying the Association in writing.

Section 5. Amendment to Bylaws. To adopt an amendment to these Bylaws:

(1) The Board must recommend the amendment to the Members unless the Board elects, because of a conflict of interest or other special circumstances, to make no

recommendation and communicates the basis for its election to the Members with the amendment; and

(2) The Members entitled to vote on the amendment must approve the amendment by two-thirds of the votes cast or a majority of the voting power in the Association, whichever is less. Alternatively, a like number of Members may sign a written instrument setting forth such amendment.

(3) Amendments by the Board. Notwithstanding the foregoing, the Board shall have the right to amend the Bylaws for the purpose of correcting typographical and grammatical errors, without the vote or consent of the Members, so long as the said amendment does not adversely affect the substantive rights of Members, mortgagees, Board Members, or Officers. The Board shall send the Members a copy of any such amendment within approximately ten days of its adoption by the Board. Thereafter, the Board shall be authorized to record the amendment in the public records of Jackson County at which time the said amendment shall be deemed effective.



STATE OF GEORGIA

COUNTY OF JACKSON

The undersigned hereby certifies:

- a) that the foregoing is a genuine copy of the SECOND AMENDMENT TO THE BYLAWS OF WILDFLOWER AT THE VILLAGE OWNER'S ASSOCIATION, INC. which was proposed and recommended by the Wildflower at the Village Owner's Association, Inc. ("the Association") acting through its Board of Directors, and which was duly adopted by resolution of the Owners on March 25, 2023 at a duly called Association meeting;
- b) that the same was adopted by the affirmative vote of two-thirds of the votes cast or a majority of the voting power in the Association, whichever is less, which is the number required in order to amend the Bylaws; and
- c) that due and proper notice of such meeting was given.

Wildflower at the Village Owner's Association, Inc

By: [Signature]

Stephanie Myers, President

Attested

By: [Signature]

Linda Hughes, Secretary

Signed, sealed, and delivered on the 30 day of March, 2023  
in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
NOTARY PUBLIC

