

Clock#: 1621757  
FILED FOR RECORD  
7/22/2014 03:46pm  
PAID: 36.00  
Daniel W. Massey, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

397 0 186

Prepared by and return to: Jennifer L. Vardeman  
Hunter, Maclean, Exley & Dunn, P.C.  
Post Office Box 9848  
Savannah, Georgia 31412-0048

Please cross-reference to: Declaration of Covenants, Conditions and  
Restrictions for Wild Heron Villas Subdivision  
dated August 3, 1999 and recorded at Deed  
Book 205-R, Page 94, as supplemented by  
instruments recorded at Deed Book 238-Y,  
page 536, Deed Book 286-K, Page 168 and  
Deed Book 341-C, Page 149, Chatham County  
Records

**AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR WILD HERON VILLAS SUBDIVISION  
PHASE 1-A (a/k/a HERON CREST, PHASE 1-A),  
PHASE II-A (a/k/a HERON CREST, PHASE II-A), and  
PHASE 2-B (a/k/a HERON CREST, PHASE 2-B)**

This AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS FOR WILD HERON VILLAS SUBDIVISION, PHASE 1-A (a/k/s Heron Crest, Phase 1-A, PHASE II-A (a/k/a Heron Crest, Phase II-A), and PHASE 2-B (a/k/s Heron Crest Phase 2-B) made this 5 day of JULY, 2014 by **WILD HERON VILLAS HOMEOWNERS ASSOCIATION, INC.**, a Georgia non-profit corporation (the "Association") as successor to **HALLMARK HOMES ENTERPRISES, INC.**, a Georgia corporation and **HALLMARK DEVELOPMENT CO., INC.**, a Georgia corporation (collectively the "Declarant").

WHEREAS, Declarant has submitted the Property, as defined in the Declaration described below, to the conditions, provisions and restrictions of that certain Declaration of Covenants, Conditions and Restrictions for Wild Heron Villas Subdivision, dated August 3, 1999 and recorded the Office of the Clerk of Superior Court of Chatham County, Georgia in Deed Book 205-R, Page

94, as modified by that certain Declaration of Covenants, Conditions and Restrictions for Wild Heron Villas Subdivision, Phase 1-A (a/k/a Heron Crest, Phase 1-A) dated August 7, 2002 and recorded in in Deed Book 238-Y, Page 536, aforesaid records, as modified by that certain Supplementary Declaration of Covenants and Restrictions for Wild Heron Villas Subdivision, Phase 11-A (a/k/a Heron Crest, Phase II-A), dated April 20, 2005 and recorded in Deed Book 286-K, Page 168, aforesaid records, and as further modified by that certain Supplementary Declaration of Covenants and Restrictions for Wild Heron Villas Subdivision, Phase 2-B (a/k/a Heron Crest, Phase 2-B) recorded in Deed Book 341-C, Page 149, aforesaid records, (collectively the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration, the Declarant has transferred control of the Association to the Property owners and their respective elected Board of Directors and Officers; and

WHEREAS, pursuant to a special meeting of the Association held on April 30, 2014, the Owners of seventy-five percent (75%) of the total eligible Association votes outstanding voted either in person or by proxy to amend certain provisions of the Declaration as set forth herein; and

WHEREAS, the authorized members of the Association desire to amend the Declaration to reflect such changes adopted by the Owners at such special meeting; and

WHEREAS, pursuant to Article X of the Declaration, the mortgagees holding deeds to secure debt on Lots which have at least fifty-one (51%) percent of the votes of Lots subject to deeds to secure debt have approved and consented to the following modifications to the Declaration or have been deemed to have approved said modifications by failing to respond negatively within thirty (30) days of receipt of a written request from the Association to approve such modifications,

NOW, THEREFORE, the authorized members of the Association do hereby amend the Declaration as follows:

1. Article I, Definitions, Section 7, Development, is hereby amended by deleting the provision in its entirety and inserting the following in lieu thereof:

Section 7. "Development" shall mean Wild Heron Villas Subdivision, Savannah, Chatham County, Georgia, a multi-unit townhouse development.

2. Article III, Membership and Voting Rights, Section 2, is hereby amended by deleting the provision in its entirety and inserting the following in lieu thereof:

Section 2. The Association shall have two classes of voting membership:

Class A. Class "A" Members shall be all Owners of developed Units. Class "A" Members shall have one (1) equal vote for each Unit in which they hold the ownership interest, provided, however, there shall be only one (1) vote per Unit. In any situation where there is more

397 0 107

than one (1) Owner of a Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves. Absent such determination, the Unit's vote shall be suspended if more than one (1) person seeks to exercise it.

Class B. Class "B" Members shall be all Owners of undeveloped Lots and shall be entitled one (1) equal vote for each undeveloped Lot in which they hold the ownership interest, provided, however, there shall be only one (1) vote per undeveloped Lot. In any situation where there is more than one (1) Owner of an undeveloped Lot, the vote for such undeveloped Lot shall be exercised as the co-Owners determine among themselves. Absent such determination, the undeveloped Lot's vote shall be suspended if more than one (1) person seeks to exercise it. When one-hundred percent (100%) of the undeveloped Lots shown on the plans have certificates of occupancy issued thereon the Class "B" membership shall be terminated.

3. Article IV, Covenant for Maintenance Assessments, Section 1, Creation of the Lien and Personal Obligation for Assessments, is hereby amended by deleting the remainder of Subsection (2) following the words "as hereinafter provided."

4. Article IV, Covenant for Maintenance Assessments, Section 4, Special Assessments for Capital Improvements, is hereby amended by deleting the remainder of the Section following the words "including fixtures and personal property related hereto" and inserting the following in lieu thereof:

...or to replenish a roof replacement or any other capital improvement fund that has insufficient funds, provided that, any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Article IV, Covenant for Maintenance Assessments, Section 5, Notice and Quorum for Any Action Authorized Under Sections 3 and 4, is hereby amended by deleting the second sentence of the provision and replacing the following in lieu thereof:

At the first such meeting called, the presence of members or of proxies to cast sixty (60%) percent of all the votes of Class A membership shall constitute a quorum.

6. Article IV, Covenant for Maintenance Assessments, Section 6, Uniform Rate of Assessment, is hereby amended by deleting the section in its entirety and replacing the following in lieu thereof:

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units owned by Class A members and at a separate uniform rate for all unimproved Lots owned by Class B members. The assessments shall be collected on a monthly basis.

7. Article IV, Covenant for Maintenance Assessments, Section 7, Date of Commencement of Annual Assessments: Due Dates, is hereby amended by deleting the last sentence of the second paragraph and inserting the following in lieu thereof:

397 0 108  
MAY 2001

Assessments for newly constructed Units shall commence immediately upon issuance of a certificate of occupancy for each respective Unit.

8. Article IV, Covenant for Maintenance Assessments, Section 8, Effect of Non-Payment of Assessments: Remedies of the Association, is hereby amended by deleting the first sentence in its entirety and replacing the following in lieu thereof:

A five (5%) percent late penalty may be added to any assessment that is not paid within fifteen (15) days after the due date for payment.

9. Article IV, Covenant for Maintenance Assessments, is hereby amended by adding the following provisions:

Section 10. Roof Reserve Budget and Contribution. The Board of Directors shall annually prepare a roof reserve budget, which shall take into account the expected life of the roof and the expected repair or replacement cost, provided, however that the minimum standard to be applied to such calculation shall be an eighteen (18) year roof-life replacement cycle using thirty (30) year or lifetime architectural shingles. The Board shall set the required roof reserve contribution in an amount sufficient to meet the projected needs of the Association with respect to the roof and such amount shall be a dedicated portion of the monthly assessment for each Class A member.

Section 11. Class B Assessments. The Board of Directors shall annually prepare an undeveloped Lot assessment for the Class B members to include expenses for all annual assessments with the exception of the annual termite bond, fire protection, garbage removal and expenses for landscape maintenance on all developed Units and Common Areas. The amount of Class B assessments shall be allocated equally to each undeveloped Lot. A special assessment may be assessed and collected for lawn care, mowing and maintenance of soil erosion barriers for each undeveloped Lot Owner who fails to properly upkeep and maintain its Lot.

Section 12. New Construction Assessments. Owners of Units under construction shall be assessed a one-time fee of One Thousand (\$1,000.00) and No/100 Dollars per Lot to cover the cost of road damage that may be normally expected as a result of construction equipment traffic. A special assessment may be assessed and collected for excessive damage and erosion caused by construction equipment. All heavy construction equipment must enter and exit the Development by the rear gate on Lions Gate Road to minimize damage.

Section 13. Annual Budget. Prior to the beginning of the Association's fiscal year, it shall be the duty of the Board of Directors to prepare a budget covering the estimated costs of operating the Development during the coming year and comparing same to expenses assessed for the previous year. The Board shall cause the budget and notice of the assessments to be levied against each Unit and undeveloped Lot for the following year to be delivered to each member at least thirty (30) days prior to the Association's annual meeting. The budget and the assessment shall become effective unless disapproved at a duly called and constituted annual meeting of the Association by a vote of a

397 0 109

majority of the total Association vote; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting. Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

Section 14. Garbage Collection. A single vendor for garbage pickup will be selected each year by the Board of Directors to be used by all residents who desire garbage collection. A monthly fee will be added to the monthly amenities fee for all who use the garbage pickup service.

10. Article V, Exterior Maintenance, is hereby amended by eliminating the first paragraph in its entirety and inserting the following in lieu thereof:

In addition to the maintenance upon the Common Area and the exterior fences, the Association shall provide exterior maintenance upon each Unit which is subject to assessment hereunder, as follows: landscape maintenance (e.g. mowing, trimming, pruning and fertilizing), fixing sinkholes and problems that develop near storm drains, replacement of roofs, painting of front doors, trim, front porch columns, and window shutters periodically as needed, repair or replacement of window shutters, repair or replacement of wood fencing that conceals garbage cans and external heating and cooling units, and repair or replacement of mailbox posts. Replacement of trees, shrubs or grass on private property will be the responsibility of the individual Owners. An easement of ingress and egress over, across and upon the Lots within the Development is hereby granted to the Association for the purpose of performing the maintenance described herein, including but not limited to the right and authority to manually activate or deactivate the landscape irrigation systems on each Lot.

11. Article V, Exterior Maintenance, is hereby amended by replacing the word “invitees” with the word “tenants” in the second paragraph.

12. Article V, Exterior Maintenance, is hereby amended by adding the following paragraph:

Unit exteriors will be maintained individually by each Owner to a maintenance standard that is consistent with other units in the Wild Heron Villas Subdivision. Doors, windows and screens shall be maintained in good working order, pathways and entranceways will be kept in good repair and free of obstruction, and building trim and siding will be kept clean and in good repair.

13. Article VI, Architectural Control, is hereby amended by adding the following provision after the words “No building” in the first sentence of the paragraph:

397 0 190  
4006  
7062

...(including new construction on undeveloped Lots),

14. Article VI, Architectural Control, is hereby amended by adding the following paragraph:

Permanent alterations that require prior Board approval include, but are not limited to: satellite dishes, yard enclosures, garden features and playground equipment. Any additional permanent fencing must be constructed of pressure treated wood and must be consistent with existing approved fencing within the Development. No enclosure or permanent garden feature may be installed that will impede landscape maintenance in any part of the unenclosed Lot that is visible from the street or abutting properties. Enclosures must be constructed in a way that allows easy access by standard landscape equipment. All Lots at street intersections shall be so landscaped as to permit a safe line of sight across the street corners. No fence, wall, hedge, shrub planting or enclosure shall be placed or permitted to remain at the corner of a Lot where this would create a traffic or line of sight problem.

15. Article VII, General Provisions, is hereby amended by adding the following provision:

Section 11. Powers and Duties of the Board of Directors. The Board of Directors shall manage the affairs of the Association and shall have the powers and duties necessary for the administration of the Development and shall be authorized to do all such acts and things necessary to enforce compliance with the Declaration and the Bylaws. The Board of Directors shall further have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use and enjoyment of Units and the Common Areas, provided, copies of all such rules and regulations shall be furnished to all Owners. The Board of Directors shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, and to suspend an Owner's right to vote or to use the Common Areas for violation of any duty imposed under the Declaration, the Bylaws or any rules and regulations duly adopted by the Board, provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Unit.

16. Article VIII, Restrictions on General Use, Section 5, Exterior Decorations, is hereby amended by adding the following provision:

Seasonal holiday decorations may be displayed for short periods of time during the appropriate holiday season. No decorations may be placed in a way that would impede traffic, interfere with landscape maintenance or create a nuisance for the adjoining Units.

17. Article VIII, Restrictions on General Use, Section 7, Advertising Signs, is hereby amended by renaming the Section "Signage."

18. Article VIII, Restrictions on General Use, Section 7, Signage, is hereby amended by deleting the remainder of the Section following the first sentence and inserting the following in lieu thereof:

Such signs may not be placed anywhere on the Common Area grounds. No other window

161 0 159  
161 0 159

displays or advertising, including, without limitation, political advertising, shall be maintained or permitted on any Lot. The Association will maintain permanent entryway and street signage. House numbers should be placed on mail boxes and should be of sufficient size and clarity so that they can be clearly identifiable at night by emergency responders.

19. Article VIII, Restrictions on General Use, Section 8, Garbage Containers, is hereby amended by adding the following provision:

Storage containers for home improvement construction may remain on Lots for up to three (3) weeks. Thereafter, they must be removed unless permission otherwise has been granted by the Board. All construction sites within the Development must be maintained in an orderly fashion and all construction debris shall be disposed of in a timely manner.

20. Article VIII, Restrictions on General Use, Section 9, Parking, is hereby amended by renaming the section "Speed Limits and Parking."

21. Article VIII, Restrictions on General Use, Section 9, Speed Limits and Parking, is hereby amended by adding the following provisions:

Vehicles belonging to Owners and guests shall be parked in driveways or garages. Long term parking of any vehicle in the street is prohibited. Members should contact the Board in advance concerning suitable alternatives for short term overnight parking that cannot be accommodated on private property. No stripped, partially wrecked, unlicensed or invalidly licensed, disabled or junk motor vehicle, or part hereof, shall be permitted to be parked or kept in the Development. The Association shall have a right to have unauthorized vehicles towed from streets and Common Areas.

Vehicle speed should not exceed twenty (20) mph on streets within the Development.

22. Article VIII, Restrictions on General Use, Section 10, Common Elements Use, is hereby amended by adding the following provision:

Fishing in the lagoons is strictly prohibited.

23. Article VIII, Restrictions on General Use, is hereby amended by adding the following Section:

Section 11. Animals and Pets. No animals, poultry, swine, livestock or fowl shall be kept or maintained on any part of the Development except dogs, cats, pet fish and birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the property Owner. No owner may keep, breed or maintain any pet for any commercial use or purpose. All animals, when off of an Owner's premises, must be kept on a leash as required by the laws and ordinances of Chatham County or the City of Savannah and must not become a nuisance to other residents by barking or other acts.

24. Article VIII, Restrictions on General Use, Section 11, Other Restrictions, Rules and

397 0 192  
PAGE

Regulations, is hereby amended by renumbering the Section as Section 12.

25. Article X, Modification, is hereby amended by deleting the first paragraph in its entirety and inserting the following in lieu thereof:

By recorded supplement, this Declaration may be modified by the affirmative action of seventy-five (75%) percent of the votes entitled to be cast by all members of the Association present, in person or by proxy, and voting at a meeting called and held in the manner prescribed in the By-Laws for amendments thereof; provided, however, that the consent of Owners to which at least seventy-five (75%) percent of the votes of the Association are allocated and the approval of the lenders holding Deeds to Secure Debt on Lots which have at least seventy-five (75%) percent of the votes of Lots subject to Deeds to Secure Debt shall be required to terminate the legal status of the Development. The affirmative action of seventy-five (75%) percent of the votes entitled to be cast by all members of the Association present, in person or by proxy, and voting at a meeting called and held in the manner prescribed in the By-laws for amendments thereof shall be required to add or amend any material provisions to this Declaration which establish, provide for, govern or regulate any of the following:

- (a) Votes;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of Common Area or Lots;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Area;
- (f) Responsibility for maintenance and repair;
- (g) Expansion or contraction of the development or the addition, annexation or withdrawal of property to or from the Development, except as provided hereinbefore;
- (h) Boundaries of any Lot;
- (i) The interest of the general Common Area;
- (j) Convertibility of Lots into Common Area or Common Area into Lots;
- (k) Leasing of Lots;
- (l) Imposition of any right of first refusal or similar restriction on the right of Lot Owners to sell, transfer or otherwise convey his or her Lot;
- (m) Any provisions which are for the express benefit of lenders, holders, insurers or guarantors of First Deeds to Secure Debt.

26. Article XI, Easements and Party Walls, is hereby amended by renaming the Article "Easements, Party Walls and Insurance Requirements."

27. Article XI, Easements, Party Walls and Insurance Requirements, is hereby amended by adding the following Section:

Section 9. Insurance. Each Owner is responsible for maintaining homeowner fire and hazard insurance, as well as flood insurance where required, covering all of the insurable improvements on the Lot in an amount equal to the maximum insurable replacement value thereof.

397 0 199



Proceeds from claims must be dedicated to the repair or replacement of the Owner's insurable improvements. The Board will perform a bi-annual audit of the status of all Owners' insurance protection against fire and hazard (and flood where required). The Association will provide similar insurance protection of all Common Area buildings.

28. Article XII, Staged Development, is hereby deleted in its entirety.

29. In all other respects, the terms and conditions of the Declaration shall control and shall be in full force and effect.

(Signatures Contained on Following Page)

397 0 195

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration on the day and year first above written.

Signed, sealed and delivered this 15 day of JULY, 2014, in the presence of:

WILD HERON VILLAS  
HOMEOWNERS ASSOCIATION, INC.  
a Georgia non-profit corporation

Rose Fournelle  
Unofficial Witness

By: Ryann Williams (SEAL)  
PRESIDENT

[Signature]  
Notary Public

Attest: Patsy A. Frazier (SEAL)  
SECRETARY

