

WSA 2016 Amendments Ballot

Woodbine Station Association, with input from a covenants review panel and discussions from the Town Hall meeting, is proposing the following amendments to the Protective Covenants and By-Laws.

Cast your vote by:

1. Voting directly

a. circle your “Yes” or “No” vote on each of the nine (9) amendments below

b. bring completed ballot to AGM on November 9th
-OR-

c. give ballot to board member or proxy holder

2. Voting by proxy

a. Complete a proxy form and give to WSA member attending the AGM (that person will complete a ballot on your behalf).

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODBINE STATION ASSOCIATION, INC.

WHEREAS, certain members of the Woodbine Station Association, Inc. ("Association") recorded a Declaration of Covenants, Conditions and Restrictions for Woodbine Station Association, Inc. on September 27, 1996, in Deed Book 9891, Page 81, et seq., Cobb County, Georgia, records (hereafter the "Declaration"); and

WHEREAS, Article IX, Section 2 of the Declaration provides for an amendment of the Declaration by approval or written consent of two-thirds (2/3) of the total eligible vote of the Association membership; and

WHEREAS, the amendments provided for herein do not alter, modify, change or rescind any right, title, interest or privilege granted or accorded to the holder of any deed to secure debt encumbering any Lot or Common Area; provided however, in the event a court of competent jurisdiction determines that this Amendment does alter, modify, change or rescind any right, title, interest or privilege granted or accorded the holder of any deed to secure debt encumbering any Lot or Common Area without the consent of such mortgage holder to this Amendment, then this Amendment shall not be binding on the mortgage holder so involved, unless such mortgage holder consents to this Amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall not control with respect to the affected mortgage holder;

NOW, THEREFORE, the Declaration is hereby amended as follows:

Exhibit “E” of the Declaration is hereby amended as follows:

#1. The following is hereby added to Section 1. Land Use and Building Type: “No lot may be subdivided into a smaller lot and no lot may be reduced in size, nor shall any portion of a Lot be carved out and sold off in fee simple, easement or otherwise.” **YES** **NO**

#2. The following shall replace in its entirety Section 7. Signs: “No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of no more than five (5) square feet advertising the property for sale or rent. Professional signs are permitted during the duration of the project and for seven (7) days after completion. One temporary sign advertising an event shall be permitted, provided the sign is taken down within two (2) days following the event.” **YES NO**

#3. The following is hereby added to Section 13. Parking: “Parking on the street should be done on a temporary basis and only in the direction of traffic flow.” **YES NO**

#4. The following shall replace in its entirety Section 15. ARCHITECTURAL CONTROL COMMITTEE, subsection (a) MEMBERSHIP: The Architectural Control Committee shall consist of either 3 or 5 members, as determined from time to time by the Board of Directors, and the Secretary. The members of the ACC shall be appointed by the Board of Directors. The Secretary shall be independent have no voting power. The ACC shall meet quarterly unless more urgently needed for an approval. Members requesting approval or other action by the ACC should contact the ACC directly via the current Secretary. **YES NO**

Exhibit “E” of the Declaration is hereby amended by adding the following new sections thereto:

#5. Section 19. MAINTENANCE OF LOTS AND LANDSCAPING. The owner of each Lot shall be obligated to keep and maintain all portions of his Lot and the portion of the right-of-way on which his Lot is located lying between his Lot and the pavement of the road within such right-of-way in a neat, sanitary and attractive condition which is satisfactory to the Board of Directors. Yard debris shall be disposed of in such a way as not to create a hazard to other owners or their occupants or guests. In the event that the owner of any Lot shall fail to maintain all portions of such Lot and the aforesaid portion of the right-of-way in a condition which satisfactory to the Board of Directors, the Board of Directors shall have the right, exercisable by it or through its agents and employees, and after giving to the owner of such Lot at least fourteen (14) days’ notice and an opportunity to correct the unsatisfactory condition, to enter upon such Lot and such portion of such right-of-way and correct the unsatisfactory condition, including, without limitation, cutting the grass, weeds, and other vegetation, and removing dead trees, shrubs and other plants. The owner of the Lot upon which, or upon the right-of-way adjoining which, such maintenance work is performed by the Association (or its agents or employees) shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in connection with the performance of such maintenance work, as the liability for such costs shall be secured by all the liens, and shall be subject to the same means of collection, as are the assessments and charges provided in the Article V of the Declaration. In addition, all such costs shall be paid to the Association by such owner at the same time as the next due Annual Assessment payment, as provided Article V of the Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine. **YES NO**

#6. Section 20. TREES. Each owner of a Lot shall be responsible for the pruning of all trees, hedges, and shrubbery so that the same do not obstruct the view of motorists, pedestrians or street traffic, or get in the way of passing vehicles or pedestrians. Dead trees shall not be allowed to exist or to be maintained upon any Lot which are hazardous to persons on adjacent property or to adjacent property. A finding by a registered forester or certified arborist shall constitute prima facie evidence that a tree is in danger of falling upon adjacent lots or public streets due to the death of the tree. **YES NO**

#7. Section 21. MAILBOXES. Mailboxes should be in good repair and follow Federal Guidelines including those regarding the working condition of the cover, height, and stability of post.

YES

NO

#8. Section 22. PERMANENT STRUCTURES IN FRONT YARD. No structure requiring posts or footings should be permitted in the front yard except with the express approval by the ACC.

YES

NO

**NOW, THEREFORE, the Declaration is hereby amended as follows:
Exhibit "F" of the Declaration is hereby amended as follows:**

#9. The following shall replace in its entirety:

YES

NO

Article XI Officers and Their Duties. Section 8. Duties. The duties of the officers are as follows:

President:

- Preside at all meetings
- Ensure that orders and resolutions are carried out. Action Items completed
- Sign all documents
- Cosign all checks, contracts totaling over \$5000 and promissory notes
- Coordinate with any special committees identified by the Board
- Report to the board and association any zoning or community activities that may affect the association
- Coordinate with other Officers the proxies, agenda, location and mailings for the annual and other association meetings

Vice President:

- Shall reside in place of the president in their absence, refusal or inability to act, and exercise and discharge other duties that may be required

Treasurer:

- Receive and deposit money into appropriate bank accounts
- Accurately account for and record all association dues payments
- Disperse funds as directed by the Board including payment of regular bills pre-approved by board
- Cosign (with President) all promissory notes and contracts totaling over \$5000
- Keep proper book of accounts
- Prepare financial reports for newsletter (if requested) and monthly board meetings
- Prepare annual budget and statement of income and expenditures to be presented to the members at the AGM
- Provide Member dues status reports to the other officers as needed to perform stated officer duties
- File and clear all liens on nonpayment of dues
- Work with Officers on annual budgets for the following:
 - Newsletter
 - Directory
 - Workday
 - Woodbine Day
 - Welcome Wagon
 - Children's activities
 - Grounds projects
 - Pool, tennis, and clubhouse projects
 - Any special committee expenses

Secretary:

- Preside over ACC
- Ensure that meeting minutes are recorded and kept for all meetings

Other Required Duties:

- Coordinate the printing and distribution of newsletters; write articles as needed
- Redirect and work to resolve all inquiries from association members
- Coordinate the meetings, assignments, and activities of street representatives, as needed
- Coordinate the updating and distribution of the Directory
- Coordinate and execute annual Workday
- Coordinate association-sponsored events (adult parties, town halls, meet & greet)
- Coordinate and execute Woodbine Day
- Coordinate Annual General Members (AGM) Meeting and proxies
- Collect and process any correspondence from the PO box
- Keep records of members of the association with their addresses and proxies
- Maintain a Welcome Wagon program
- Communicate to the treasurer any turnover of lot residency
- Coordinate children’s activities
- Grounds, Pool, and Tennis:
 - Maintain all common areas such as:
 - Clubhouse and property
 - Pools, pool decks, cabanas, and pump house
 - Station House and property
 - Playground and property
 - Tennis courts, bleachers, decks and lights
 - Common entrances and message board signs
 - Negotiate all service contracts for all Association assets as required
 - Coordinate grounds Workday projects
 - Manage the reservation of court-time
 - Coordinate fee collection from tennis players
 - Coordinate any special tennis events
 - Hold seasonal meetings with tennis captain for updated rules
 - Coordinate pool badge distribution including guest pool badge fee collection
 - Coordinate pool parties
 - Hold annual meeting with swim team coordinators for rules and submit rules to directory
- Other duties as required by the Board

The undersigned, by virtue of being a Class A member in good standing of the **Woodbine Homeowners Association, Inc.**, a Georgia non-profit corporation (the “Corporation”), by written consent pursuant to Article IX, Section 2 of the Amendment to the Declaration of Covenants, Conditions, and Restrictions for Woodbine Station Association, Inc. and Submission to the Georgia Property Owners’ Association ACT (“POAA”) (the “Corporation’s CC&Rs”), does hereby consent to the above amendments to the Corporation’s CC&Rs.

Signed: _____

Name: _____

Lot #: _____ **Date:** _____