

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND
RESTRICTIONS OF GEORGETOWN PARK PROPERTY OWNERS ASSOCIATION,
INC.**

THIS DECLARATION, made this 16th of June, 2024; by the Members/Owners of Georgetown Park Property Owners Association, Inc. hereinafter called the "Subdivision".

WITNESSETH:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions to said Georgetown Park were recorded in Deed Book 595, Page 01, in the Lowndes County, Georgia, deed records; and

WHEREAS, The First Amendment to the said Declaration was recorded on February 13, 1990 in Deed Book 734, Page 15, in the Lowndes County, Georgia, deed records; and

WHEREAS, the Second Amendment to the said Declaration was recorded on February 5, 1991 in Deed Book 803, Page 188, in the Lowndes County, Georgia, deed records; and

WHEREAS, the Third Amendment to the said Declaration was recorded on September 11, 1991 in Deed Book 842, Page 211, in the Lowndes County, Georgia deed records; and

WHEREAS, the Fourth Amendment to the said Declaration was recorded on March 15, 2010 in Deed Book 4536, Page 42, in the Lowndes County, Georgia deed records; and

WHEREAS, the Fifth Amendment to the said Declaration was recorded on June 27, 2014 in Deed Book 5549 Page 34, in the Lowndes County, Georgia deed records; and

WHEREAS, the undersigned Owners of eighty-percent (80%) of the voting member/lot owners have agreed to amend said Covenants, Conditions and Restrictions, as follows:

The original Declaration of Covenants, Conditions and Restrictions for Georgetown Park were prepared for J. William Dasher, John D. Roan, Milli E. Hunt, Randall L. Smith, Norma M. Smith, David B. Motley, A. Thomas McRae and George Patton Pennington as the developers. The developers have divested themselves of all interest in the development. There are currently thirty-nine lots with voting rights. The purpose of this amendment is to amend the Declaration of Covenants, Conditions and Restrictions to make them specific to the current property Owners, not the developers, as well as other matters.

WHEREAS, the undersigned are the owners of certain property in Valdosta, Lowndes County, State of Georgia, which is more particularly described as follows:

All that tract or parcel of land situate, lying and being in Land Lot 34 of the 11th Land District of Lowndes County, Georgia, and being within the City of Valdosta, and being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 of property of Drs. Dasher, Roan and Hunt; as shown on a plat of survey by Harris Surveying and Engineering Company dated June 22, 1987, recorded on August 26, 1987, in Plat Record Book E, at

Page 228, in the Lowndes County, Georgia, deed records. Said recorded plat is by reference incorporated herein for all purposes in aid of description.

This Sixth Amendment replaces and supersedes the original Declaration of Covenants and Restrictions and prior Amendments, specifically amending Article II, Section 2 and Article VII, Section 8.

NOW, THEREFORE, the undersigned owners hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest to the described properties or any part thereof, their heirs, successors in title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Georgetown Park Property Owners Association, Inc., a Georgia non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described on above.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of the Properties., but excluding any party holding the fee simple title thereto merely as security for the performance of an obligation.

Section 4. "Common Area" shall mean all real and personal property now and hereafter owned by the Association for the common use and enjoyment of the Owners, excepting the individually owned Lots.

Section 5. "Lot" shall mean a portion of the properties intended for any type of independent ownership and use and shall include the "Residences" as defined in Section 8 of this Article.

Section 6. "Security Deed" shall mean any deed to secure debt which a lot or any part thereof is encumbered.

Section 7. "Individual Owner" shall include all "Owners".

Section 8. "Residences" shall mean those improvements constructed within the Lots and intended for independent ownership and use.

Section 9. "Maintenance" shall mean and refer to the preservation of that development being "maintained" by the party given the responsibility hereunder, in at least that condition which existed (i) in the case of the Individual Owners' responsibilities, the date of the conveyance to the Individual Owner of the Lot, reasonable wear and tear and damage or

destruction by fire or other casualty excepted; or (ii) in the case of substantial completion of improvements of the Lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Use of Units. Except as provided herein, each Lot shall be used for private single family residential purposes only, and no trade or business of any kind may be carried on therein. Private single family residential use prohibits renting any part of the residential dwelling on a Lot to others for a period of less than six (6) months. Any present Owner shall be considered grandfathered and shall not be in violation of this covenant for the purposes of rentals, but any subsequent Owner will be owner occupied and not subject to rental.

Section 3. Use of Common Area. No fences or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the improvements located thereon, or as approved by the Architectural Control Committee. Except for the right of ingress and egress, the Owners of the Lots are hereby prohibited and restricted from using any of said property outside their respective Lots, except as may be allowed by the Association's Board of Directors as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 4. Prohibition of Damage and Certain Activities. Without the prior written consent of the Association, any activity of an Owner or Lessee of Owner of a hazardous nature that is maintained will directly result in higher insurance rates for adjacent owners or the Association or the Homeowners Association is prohibited unless approved by the Association. Nothing shall be done or kept in any Lot or in the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any government body. No damage to, or waste of, the Common Area, or any part thereof, or of the exterior of any Residence constructed upon any Lot shall be committed by any Owner or member of his family or any invitee or lessee of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste to the Association or other Owners, caused by him, members of his family or his invitees or lessees. Noxious, destructive or offensive activity shall not be carried on any Lot or in the Common Area or any part thereof. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort or annoyance to other Owners.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot or the Common Area without the prior written consent of the Association, except one "For Sale"

sign of not more than four square feet in size advertising the Lot for sale, which, except as provided herein, shall be placed on the Lot offered for sale or rent.

Section 6. Parking Areas. Each Owner shall park, store or keep any motor vehicles, wholly within the parking area contained within such Owner's Lot. The overflow parking area is reserved for temporary guest parking, and will be designated as a "tow" zone. Violators will be towed at their own expense. No inoperable vehicles are to be stored in driveways or in the guest parking area. No Owner of a Lot shall repair or restore any motor vehicle, boat, trailer or other vehicle upon any portion of any Lot or upon the Common Area except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

Parking is limited to standard size vehicles. Parking of a boat, trailer or other vehicles are not permitted. Any vehicles larger than three-quarter ton are not allowed to be parked in the neighborhood. No vehicles with more than four wheels.

Section 7. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or the Common Area, except that dogs, cats, or other normal household pets may be kept on Lots, subject to City of Valdosta and Lowndes County ordinances, and to rules and regulations adopted by the Association, through its Board of Directors, provided that such pets are not kept, bred or maintained for any commercial purpose.

Section 8. Waste Material Containers. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot or Common Area, except in sanitary containers located in an area concealed from view, by a screen approved by the Architectural Committee, in writing.

Section 9. Antennas. No structures, masts, tower or pole outside television antenna, aerial, satellite dish or pole shall be erected, constructed or maintained on any Lot located in such manner as to be visible from the outside of such Lot except as approved by the Board of Directors or its designated representative.

Section 10. Easement. for Utilities, Etc. There is hereby granted a blanket easement upon, across, over and under all Lots for ingress, egress, installation, replacing, repairing, and maintaining master television cable systems, security and similar systems and all utilities, including, but not limited to, water, sewers, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company or other supplier or servicer to erect and maintain the necessary poles and other necessary equipment on the Properties and to affix and maintain utility wires, circuits, and conduits on, above, across and under the roofs and exterior walls of the Residences. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the properties, except as may be approved by the Association's Board of Directors or as provided herein. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said property without

conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on the Properties.

Section 11. Lots. Each Lot shall for all purposes constitute real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other real property, subject to the provisions of this Declaration. Each Owner shall be entitled to the exclusive ownership and possession of his Lot, subject to the provisions of this Declaration. Subject to the following, each Residence shall include all improvements constructed on any Lot. Any attachments to the exterior walls of a Residence constructed on any Lot which was constructed in accordance with design criteria established by the plans of the architect designing the Residence and/or was approved by the Board of Directors or its designated representative which protrudes beyond the boundaries of the Lots shall be deemed a part of the Lot. There shall be no horizontal boundaries. The vertical boundaries, however, shall be shown on plats recorded from time to time in the Office of the Clerk, Superior Court, Lowndes County, Georgia. All conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to one or more other Residences and/or to the Common Area are Common Area and are excluded from a Lot although located, in part, within the boundaries thereof.

Section 12. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Lots and the Common Areas as may be adopted from time to time by the Association.

Section 13. Association's Right to Dedicate or Transfer Property. The Association has the right to dedicate or transfer all or any part of the Common Area to any public agency, authority, utility or private party subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by two-thirds of the members.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person who is the record Owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be a member of the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. When more than one person holds interest in any Lot, all such persons may be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast in respect to any Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

Section 2. Voting Rights. Each membership shall have one vote (one vote per lot). When more than one person holds an interest in any lot, all persons may be members. The vote of such

Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Written and signed proxies will be acceptable.

ARTICLE IV

MAINTENANCE

Section 1. Owner's Responsibility. All maintenance of the Lot and residence thereon which is not specifically identified as being the responsibility of the Association shall be the responsibility of the Owner. Except as provided herein below, no Owner shall (i) decorate or change the appearance of any portion of the exterior of a Residence unless such decoration or change is first approved, in writing, by the Association's Architectural Committee or (ii) do any work which, in the reasonable opinion of said Committee would jeopardize the soundness and safety of the Properties, alter the uniform appearance thereof, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case the unanimous, prior written consent of all others.

Section 2. Association's Responsibility. (a) The Association shall maintain and keep in good repair the Common Area, which responsibility shall be deemed to include any construction, reconstruction, repair, or replacement of all or a portion of any common grounds, entryway improvements and maintenance of the irrigation system and shrubbery, or any structure erected on any common area. The maintenance of the Common Area shall also include, but not be limited to, maintenance, repair and replacement at the Association's sole cost and expense, of all trees, shrubs, grass, and other improvements situated upon the Common Area.

(b) In the event that the Board of Directors of the Association determines that: (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair and/or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, repair and/or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of any Owner, his family, guests, lessees or invitees, and is not covered or paid for by insurance in whole or in part; then, in that event, the Association, except in the event of an emergency situation, shall give Owner written notice of the Association's intent to provide such necessary maintenance, repair and/or replacement, at Owner's sole cost and expense, and setting forth with reasonable particularity and maintenance, repairs and/or replacement deemed necessary. Owner shall have five (5) days within which to complete said maintenance, repair and/or replacement, or, in the event that such maintenance, repair and/or replacement is not capable of completion within said five (5) day period, commence said maintenance, repair and/or replacement. If Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair and/or replacement at Owner's sole cost and expenses; and said cost shall be added to and become a part of the assessment to-which Owner is subject and shall become a lien against the Lot.

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Section 1. Owner's Responsibility. All maintenance of the lot and residence thereon which is not specifically identified as being the responsibility of the Association shall be the responsibility of the Owner. Except as provided herein below, no Owner shall (i) decorate or change the appearance of any portion of the exterior of a Residence unless such decoration or change is first approved in writing by the Association's Architectural Committee or (ii) do any work which in the reasonable opinion of said Committee would jeopardize the soundness and safety of the structure, alter the maintenance thereof, reduce the value thereof or impair any easement or dedication thereon, without in every such case the unanimous prior written consent of all owners.

Section 2. Association's Responsibility. (a) The Association shall maintain and keep in good repair the Common Area, which responsibility shall be deemed to include any construction, reconstruction, repair or replacement of all or a portion of any common grounds, driveway, improvements and maintenance of the irrigation system and slabs, or any structure erected on any common area. The maintenance of the Common Area shall also include, but not be limited to, maintenance, repair and replacement of the Association's sole cost and expense of all trees, shrubs, grass and other improvements situated upon the Common Area.

(b) In the event that the Board of Directors of the Association determines that (i) an Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair and/or replacement of items for which he is responsible hereunder or (ii) that the need for maintenance, repair and/or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of any Owner, his family, guests, lessees or invitees, and is not covered or paid for by insurance in whole or in part, then in that event the Association, acting in the event of an emergency situation, shall give Owner written notice of the Association's intent to provide such necessary maintenance, repair and/or replacement at Owner's sole cost and expense and serving forth with reasonable particularity and maintenance, repair and/or replacement deemed necessary. Owner shall have five (5) days within which to complete said maintenance, repair and/or replacement, or in the event that such maintenance, repair and/or replacement is not capable of completion within said five (5) day period, commencing said maintenance, repair and/or replacement. If Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair and/or replacement at Owner's sole cost and expense, and said cost shall be added to and become a part of the assessment to which Owner is subject and shall become a lien against the lot.

ARTICLE V

CONDEMNATION

Section 1. General. Whenever all or any part of the property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association if such award amounts to less than One Thousand Dollars (\$1,000.00) and to the Owner if such award amounts to One Thousand Dollars (\$1,000.00) or more. Unless otherwise provided by law at the time of such taking, any award made therefore shall be disbursed to the Association in the event the taking was "common area" and shall be disbursed to the individual Lot Owner in the event the taking was a "residence."

Section 2. Common Area. If the taking is confined to the Common Area on which improvements shall have been constructed and if at least ninety percent (90) of the total vote of the association shall decide within sixty (60) days after such taking to replace said improvements, or any part thereof, on the remaining land included in the Common Area, and according to plans therefor first approved by the Association, then the Board of Directors shall arrange for such replacement and the Association shall disburse the proceeds of such award.

Section 3. Residences. If the taking includes one or more Residences, or any part or parts thereof, whether or not there is included in the taking any part of the Common Area, then the award shall be disbursed to the individual Lot Owner whose residence was affected by such taking and all related matters, including without limitation alteration of ownership of the Common Area, shall be handled pursuant to and in accordance with the consent of not less than fifty percent (50) of all Owners expressed in a duly recorded amendment to this Declaration, provided that the consent of the Owner or Owners of the Lot or Lots so taken must be included in said percentage. In the event that such an amendment shall not be recorded within ninety (90) days after such taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof and shall be responsible for the Area of Common Responsibility as provided in this Declaration.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the

proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary and desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may, as an Association expense arrange with others to furnish water, trash collection, sewer service or other common services to each Lot.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

Section 4. Rules and Regulations. The Association, through its Board of Directors, may make reasonable rules and regulations governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of every Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. (a) The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting called for this purpose.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than fourteen (14) days nor more than thirty (30) days in advance of the meeting. At the first such meeting, the presence of members or of proxies entitled to cast two-thirds (2/3) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be filed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis.

Section 7. Annual Assessments; Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association, as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Fines for Non-Compliance. Pursuant to Article IX herein, the Board of Directors may impose fines for non-compliance of the By-laws and Covenants. Fines for infractions shall be fixed by the Board of Directors and made available for inspection by any member of the Association. If said fines are not paid within thirty (30) days of written notice, they shall create a lien on the member's property pursuant to Section 1 of this Article VII.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear a \$25.00 late fee for each month said assessment is not paid from the due date. The Committee as the agent of all Owners, and hence the Association, may bring an action at law against the Owner personally obligated to pay the same against the property in accordance with the laws of the State of Georgia. No Owner may waive or otherwise escape liability for the assessments by nonuse of the streets or abandonment of the Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall

not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Approval Required for Changes. The Architectural Control Committee shall be composed of the four elected committee members plus three "at large" members. Except as provided herein, no construction of any nature whatsoever shall be commenced or maintained upon any Lot or the Common Area, nor shall any exterior addition to or change or alteration therein be made unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. In the event the committee fails to approve or to disapprove such design and location within thirty (30) days after said plans and specifications shall have been submitted to it, approval will not be required and this Article VIII will be deemed to have been fully complied with. If no application has been made, the Association may file suit to enjoin or to remove such additions, alterations or improvements at any time. A two-thirds (2/3) majority of the committee shall be required to approve or disapprove any alteration or addition.

It is agreed by Association that the architecture for Georgetown Park will be what is commonly known as traditional architecture ["traditional" meaning the style of the home/building is not contemporary or trendy.]

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. Each Owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration or in the deed to his Lot. The Board of Directors may impose fines or other sanctions collection of which shall be provided for in Article VII hereof. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both maintainable by the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain "in full force and effect".

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Any amendment must be recorded.

Section 4. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned hereby verify that the above Declaration was duly adopted by the Association, this ____ day of June, 2024.