

*Jay C. Stephenson*

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Clerk of Superior Court Cobb Cty. Ga.

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
IVEY PARK SUBDIVISION**

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THIS DECLARATION, made on the date hereinafter set forth, by S&P DEVELOPMENT, INC. (hereinafter referred to as the "Declarant");

WITNESSETH

WHEREAS, Declarant is the owner of certain property located in Cobb County, Georgia, which is more particularly described in Exhibit 'A' attached hereto and made a part hereof for a more complete description.

NOW, THEREFORE, Declarant hereby declares 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 in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to IVEY PARK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of obligations.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association at the time of conveyance of the first lot is described in Exhibit 'B' attached hereto and made a part thereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to S&P Development, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easement 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, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and 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 signed by two thirds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

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

Class A. Class A member shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B. members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) on June 1, 1996.

## ARTICLE IV

## COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected 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. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty Dollars (\$30.00) per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, 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.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment in 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 of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorums for Any Action Authorized Under Section 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 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of 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 fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 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 the assessment on a Lot is binding upon the Association as to date of its issuance.

Section 8. Effect of Nonpayment of Assessments Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may begin an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage. Sale of transfer of any Lot shall not affect the assessment lien until it has been paid in full.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained 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 wise effect 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 fifty one (51%) of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

ARTICLE VII

ADDITIONAL PROVISIONS

Section 1. Land Use and Building Color. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

Section 2. House Color. The color of the outside paint of all homes shall be subject to harmony of external design with the prior approval and the review of the architectural control committee. Any subsequent change of the existing color of home must be approved by the architectural committee. Approval shall be as provided in Section 19 below.

Section 3. Dwelling Cost, Quality, and Size. No dwelling shall be permitted on any lot at a cost of less than cost levels prevailing on the date these covenants were recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost here in for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1300 square feet for a one story dwelling, nor less than 1300 square feet for a dwelling of more than one story.

Section 4. Building Location. No building shall be located on any Lot nearer to the front line or nearer to the side street than the minimum building setback lines as shown on the recorded plat. For the purpose of this covenant, caves, steps, carports, and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building to encroach upon another Lot.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each Lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designed above or on the recorded plot.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No large vans, trucks, boats or trailers can be parked in the driveway. No working on cars, large vans, trucks, boats, or trailers may be performed in the driveway.

Section 7. Temporary Structures No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any Lot anytime as residence temporarily or permanently.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any Lot except on professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot. No burying of any type of material shall be permitted on any Lot.

Section 10. Livestock and Poultry No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets (not to exceed 3 in aggregate) may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

Section 11. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 12. Sewage Disposal No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, or constructed in accordance with the requirements, standards, and recommendations of the Georgia Department of Public Health. Approval of such items as installed shall be obtained from such authority.

Section 13. Fences. No fence shall be erected or maintained in the front yard of any Lot. All plans for fences must be submitted to the architectural committee for approval. If the fence is to be chain link, it must be painted black or dark green.

Section 14. Sign Distance at Intersection No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such a distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 15. Mailboxes Any mailbox must be approved by the architectural committee prior to installation.

Section 16. Grounds. The grounds of each Lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon failure of any Owner to maintain his Lot (whether vacant or occupied) in a neat and attractive condition, Declarant or the authorized agents or successors and assigns, may after ten (10) days notice to such owner, enter upon such Lot and have the grass, woods, and other vegetation cut when, and as often as, the same is necessary in its judgment and may have dead trees, shrubs, and other plants removed therefrom. Such Owner shall be personally liable to Declarant for the cost of cutting, clearing, and maintenance described above. The liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such Lot, enforceable by Declarant by any appropriate proceeding at law or in equity. All costs incurred by Declarant on behalf of such Owner shall be reasonable. Although notice given hereinabove provided shall be sufficient to give Declarant or its designated committee, or its successors and assigns, the right to enter upon any such Lot and perform the work required, entry for the purpose of performing the work required shall only be between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

Section 17. Architectural Control Committee

- (a) **MEMBERSHIP.** The architectural control committee is composed of Evan Schultz and Garry Prewett at 5380 Hill Road, Powder Springs, Georgia, 30073. A majority of the committee may designate a representative to act for it. In the event of a death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the member of the committee, nor is designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded Owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership or to withdraw from the committee or restore to it any of its powers and duties.
- (b) **PROCEDURES.** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 18. Enforcement. In addition to the terms of Article VI, Section 1, enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Violation of these covenants shall be subject to the penalty of a stipulated, liquidated damage sum of \$50.00 for each day during which such violation continues. The recovery of such damages shall be available to the undersigned or to any Owner of Lots or parcels subject to these covenants, except that the violator shall not be required to pay damages to more than one plaintiff or complainant. In addition to the foregoing, if anyone bound to observe and comply with these protective covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for any other person owning an interest in land subject to these covenants to prosecute any proceeding at law, or in equity, against such violator, or to recover damages for such attempt or violation.



Section 19. Satellite Dishes. No television satellite dishes shall be permitted on any Lot.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal, this 30<sup>th</sup> day of December, 2005.

Signed, sealed, and delivered  
in the presence of:

"DECLARANT"

*Chad Johns*

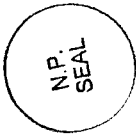
Witness

Title: President Ivey Park HOA Inc.

*Virginia M Davis*

Notary

VIRGINIA M. DAVIS  
NOTARY PUBLIC  
Cobb County  
State of Georgia  
My Comm. Expires May 22, 2007





## EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 136 and 137 of the 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the intersection of Big Shanty Road and the easterly right-of-way of Clifton Downs Court; run easterly along the northerly right-of-way of Big Shanty Road a distance of 150.16 feet to an iron rebar found, said line also being the southerly lot line of Lot 1 of Clifton Downs Subdivision; from the true point of beginning run thence North 03 degrees 18 minutes 29 seconds West along the easterly line of Lots 1, 2, 3, 4, 5, 6 and 7, said Clifton Downs Subdivision, a distance of 621.32 feet to an iron rebar found; running thence North 89 degrees 57 minutes 43 seconds East along the southerly line of Lot 7 of Clifton Downs Subdivision a distance of 385.01 feet to an iron rebar found; running thence North 34 degrees 01 minutes 25 seconds West along the northeasterly line of said Lot 7 a distance of 164.96 feet to an iron rebar found and the southerly line of Lot 8 of said Clifton Downs Subdivision; running thence North 03 degrees 19 minutes 46 seconds West along the easterly line of said Lot 8 a distance of 80 feet to an iron rebar found and the southerly line of Lot 9, said Clifton Downs Subdivision; running thence North 14 degrees 04 minutes 24 seconds East along the southeasterly line of said Lot 9 a distance of 83.82 feet to an iron rebar found and the southerly line of Lot 10 of said Clifton Downs Subdivision; running thence North 06 degrees 54 minutes 09 seconds West along the easterly line of said Lot 10 a distance of 80.21 feet to an iron rebar found and the southerly line of Lot 11 of said Clifton Downs Subdivision; running thence North 40 degrees 08 minutes 32 seconds West along the northeasterly line of said Lot 11 a distance of 98.93 feet to an iron rebar found and the southerly line of Lot 12, said Clifton Downs Subdivision; running thence North 17 degrees 19 minutes 02 seconds West along the easterly line of said Lot 12 a distance of 82.46 feet to an iron rebar found and the southerly line of Lot 13, said Clifton Downs Subdivision; running thence North 00 degrees 17 minutes 44 seconds East along the southeasterly line of said Lot 13 a distance of 80.16 feet to an iron rebar found and the southerly line of Lot 14 of said Clifton Downs Subdivision; running thence North 53 degrees 10 minutes 48 seconds West along the northeasterly line of said Lot 14 a distance of 124.20 feet to an iron rebar found and the southerly line of Lot 15, said Clifton Downs Subdivision; running thence North 28 degrees 54 minutes 37 seconds West along the northeasterly line of said Lot 15 a distance of 87.32 feet to an iron rebar found and the southerly line of Lot 16, said Clifton Downs Subdivision; running thence North 35 degrees 30 minutes 56 seconds West along the northeasterly line of said Lot 16 a distance of 117.16 feet to an iron rebar found and property known or formerly owned by Cohn Communities, Inc.; running thence North 60 degrees 32 minutes 55 seconds East along the southeasterly line of property known or formerly owned by Cohn Communities, Inc., a distance of 381.02 feet to an iron rebar found and the southerly line of Lot 9 of Towne Manor Subdivision, Phase II; running thence South 44 degrees 12 minutes 47 seconds East along the southeasterly line of Lots 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, said Towne Manor Subdivision, Phase II a distance of 893.91 feet to an iron rebar found and the northwesterly line of Lot 46 of Carrie Farms Subdivision, Unit I; running thence South 03 degrees 34 minutes 28 seconds East along the westerly line of said Lots 46, 45 and 44 of said Carrie Farms Subdivision, Unit I a distance of 202.08 feet to an iron rebar found; running thence North 85 degrees 49 minutes 20 seconds East a distance of 607.16 feet to a 2-1/2" open top set and the westerly line of property known or formerly owned by W. Ray McPhail Co.; running thence South 03 degrees 18 minutes 03 seconds East along the westerly line of said W. Ray McPhail Co. Property a distance of 447.91 feet to the right-of-way of the northwesterly right-of-way of Big Shanty Road; running thence South 55 degrees 03 minutes 37 seconds West along the northwesterly right-of-way of Big Shanty Road a distance of 291.64 feet to a point; continuing thence southwesterly along the northwesterly right-of-way of Big Shanty Road, having an arc distance of 236.19 feet, said arc being subtended by a chord of South 72 degrees 11 minutes 59 seconds West a distance of 232.68 feet with a radius of 394.78 feet to a point; continuing thence South 89 degrees 20 minutes 20 seconds West along the northwesterly right-of-way of Big Shanty Road a distance of 1,115.46 feet to an iron rebar found; running thence northwesterly a distance of 16.62 feet to an iron rebar found on the southerly line of Lot 1, said Clifton Downs Subdivision and the TRUE POINT OF BEGINNING. Said Tract containing 35.87 acres and being more particularly shown on survey prepared by Gaskins Surveying Co., Registered Land Surveyor, dated October 28, 1993.

BK 8612PG0260

EXHIBIT "B"

Tract 1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 136, of the 20th District, 2nd Section, Cobb County, Georgia, and being designated as RECREATION AREA as shown on plat of survey of IVEY PARK SUBDIVISION, recorded in Plat Book 152, page 49, Cobb County Records, said plat by this reference being incorporated herein and made a part hereof for a more complete description.

Tract 2

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 137, of the 20th District, 2nd Section, Cobb County, Georgia, and being designated as OPEN SPACE as shown on plat of survey of IVEY PARK SUBDIVISION, recorded in Plat Book 152, page 49, Cobb County Records, said plat by this reference being incorporated herein and made a part hereof for a more complete description.

**AMENDMENTS TO  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
IVEY PARK SUBDIVISION**

**AMENDMENT of Article 4 Section 9 via Special Election - October 2005:  
Changed to read:**

Article 4 Section 9. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage. Sale of transfer of any Lot shall not affect the assessment lien until it has been paid in full.

**From:**

Old Article 4 Section 9. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage. Sale of 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 relive such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**AMENDMENT of Article 6 Section 3 via Special Election - October 2005:  
Changed to read:**

Article 6 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 fifty one (51%) of the Lot Owners. Any amendment must be recorded.

**From:**

Old Article 6 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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.