

LANGDALE VALLOTTON, LLP
ATTORNEYS AT LAW
A LIMITED LIABILITY PARTNERSHIP
1007 NORTH PATTERSON STREET
P.O. BOX 1547 (31603)
VALDOSTA, GEORGIA 31601

WILLIAM P. LANGDALE, JR.
J. DANIEL SCHERT
WILLIAM C. NIJEM, JR.
AMY P. HOLBROOK
K. DREW PARRISH-BENNETT**
COURTNEY S. BASS**

TELEPHONE (229) 244-5400

FACSIMILE (229) 244-0453

JOSEPH E. VALLOTTON
(1945-2006)
JAMES TYLER DALLAS
HANNA D. BLACK
SPENCER H. JORDAN

**GA & FL

May 13, 2026

IN REPLY PLEASE
REFER TO FILE

061022DS

**To the Members of Grove Pointe
Property Owners Association, Inc.**

Dear Members:

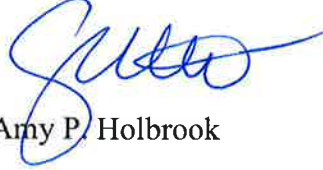
As many of you are aware, this law firm represents Grove Pointe Property Owners Association, Inc. (“GPPOA”). It has come to our attention that there has been some recent discussion regarding the Declaration of Restrictive Covenants related to Phase 1 and certain Sections of Phase 2 of Grove Pointe which were recorded on November 28, 2006 (the “Restrictive Covenants”) and a concern that the Restrictive Covenants expire on November 28, 2026. The purpose of this correspondence is to clarify the status of the Restrictive Covenants come November 28, 2026, as well as the applicable law, so that all members of GPPOA are on the same page moving forward.

The Restrictive Covenants were recorded on November 28, 2006 and include a provision that they run with and bind the land for a period of twenty (20) years. *See* Section 8.02. The Restrictive Covenants do not contain an automatic renewal provision. However, the Restrictive Covenants are subject to the automatic renewal provision of O.C.G.A. § 44-5-60 and therefore will automatically renew on November 28, 2026 for an additional twenty (20) year period. Pursuant to O.C.G.A. § 44-5-60(b), covenants restricting lands to certain uses shall not run for more than twenty (20) years. However, in July of 1993, the statute was amended to add O.C.G.A. § 44-5-60(d)(1), which provides that in planned subdivisions containing fifteen (15) or more individual plots, restrictive covenants affecting such land shall automatically renew for successive twenty (20) years periods after their initial twenty (20) year term ends, unless the restrictive covenants are otherwise terminated by fifty-one percent (51%) of the plot owners within two (2) years of the expiration of the covenant. The automatic renewal provision of O.C.G.A. § 44-5-60(d)(1) only applies to covenants adopted after July 1, 1993. *See* Canterbury Forest Ass’n v. Collins, 243 Ga. App. 425 (2000). Here, the Restrictive Covenants were adopted after July 1, 1993 and therefore this provision applies to them. Additionally, the legislative history of the statute and other literature clearly show that public policy favors the automatic renewal of covenants in planned subdivisions and that is what brought about the statutory enactment of O.C.G.A. § 44-5-60(d)(1).

In summary, the Restrictive Covenants will renew effective November 28, 2026 unless terminated in compliance with the statute referenced above and will continue to bind the lots located in Grove Pointe that are subject to the Restrictive Covenants. It is our hope that any confusion regarding the Restrictive Covenants applicability will be clarified with this correspondence. Please do not hesitate to reach out with any additional questions or concerns.

Sincerely,

LANGDALE VALLOTTON, LLP

A handwritten signature in blue ink, appearing to read 'Amy P. Holbrook', with a stylized, cursive script.

Amy P. Holbrook