

**ELSANOR AIRPARK  
PROPERTY OWNERS ASSOCIATION**



**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
AFFECTING THE REAL PROPERTY OF ELSANOR AIRPARK**

**1.0 Protective Covenants, Property, General Character and Intent**

**1.1 Protective Covenants Conditions and Restrictions Established.**

THIS DECLARATION, made by Connie and Richard Gordon, the owners of the property hereinafter referred to, and the Declarants herein, witnesseth:

WHEREAS, Owners and Declarants are presently the owner of all of the real property described in Section 1.2 hereof and are desirous of subjecting said property to the protective covenants, restrictions, reservations and servitude's hereinafter set forth, each and all of which is and are for the benefit of said property and of each present and future owner thereof, or of any part thereof, and shall inure to the benefit of and pass with said property and each and every part thereof, and shall apply to and bind every present and future owner of said property, or any part thereof, and their and each of their heirs, successors and assigns,

NOW, THEREFORE, there are hereby created, declared and established in the herein above described properties in Baldwin County, Alabama, the following protective covenants, conditions and restrictions upon the lands within said subdivision, which protective covenants, easements, conditions and restrictions shall run with the land, and remain in full force and effect in perpetuity.

**1.2 Property Affected.**

The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, servitude's and easements with respect to the various portions thereof set forth in the various paragraphs and subdivisions of this Declaration is located in the County of Baldwin, State of Alabama, and is more particularly described as follows: (Actual legal description listed here)

All lots contained in the Plat of Elsanor Airpark according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Baldwin County, Alabama, in Slide 0002718-D, as well as that certain property on Slide 0002673-E, Gordon Acres: Lot 1 Easterly and Westerly Parcel, Lot 3 and Lot 4.

### 1.3 General Purpose of Protective Covenants, Conditions and Restrictions.

The real property described in Section 1.2 hereof is subject to the protective covenants, restrictions, conditions, servitude's and easements hereby declared to insure the best and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to insure the development of said property into an aerodrome community populated with residents interested in the promotion, development and participation in the skill and sport of flying aircraft and matters incidental thereto; to encourage and secure the erection of attractive homes and hangars thereon; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to maintain and control all common areas for the benefit and enjoyment of all residents; and, in general, to provide adequately for a high type and quality of improvement in said property and, thereby enhance the value of investments made by purchasers of lots therein.

### 1.4 General Character and Intent.

Elsanor Airpark is established first and foremost as a live in fly-in community for individuals who enjoy the hobby and sport of aviation, while maintaining a casual country style atmosphere. All home sites are adjacent to a private airport and are within the traffic pattern. There will be continual and various flying and flying oriented activities connected with all facets of aviation.

The runways will be owned and maintained by the Elsanor Airpark Property Owners Association, Inc., of which each lot owner will be a member. Use of this concept will help ensure the lot owners the utmost in security and continual beautification and upkeep of the community. In return, each owner will be expected to participate in his fair share of maintaining the community to these high standards.

### 1.5 Aviation Activities Waiver.

All purchasers of property in Elsanor Airpark acknowledge that they are aware this is a fly-in community and that a private airport is contained within this community and the buyer/ occupant hereby waives all and any objections to aviation activities carried out on or connected with the airport.

### 1.6 Acceptance of Protective Covenants, Conditions and Restrictions.

Every purchaser, lessee or grantee of any interest in any property now or hereafter subject to this declaration, by acceptance of a deed, lease or other conveyance thereof, thereby accepts and agrees to abide by the protective covenants, conditions and restrictions of this Declaration or any Supplemental Declaration.

### 1.7 Assurance of Continued Operation and Maintenance as a Private Airport.

Inasmuch as Elsanor Airpark community is developed for individuals involved in the sport and hobby of aviation, every purchaser, lessee or grantee of any interest in any property now or hereafter subject to this declaration, by acceptance of a deed, lease or other conveyance thereof, thereby agrees that, so long as any individual with any interest in any property within this community desires to pursue the sport and hobby of aviation and notifies the Association in writing of such intent, the runway and taxiways shall remain and be maintained as such.

## 2.0 Definition of Terms

### 2.1 Dwelling, Building, Outbuilding.

The words "Dwelling", "Building" and "Outbuilding" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structure and all projections therefrom, including any garages, hangars, porches, stoops, porticoes, exterior chimneys and the like, incorporated in or forming a part thereof.

### 2.2 Lot and Block.

The words "Lot" and "Block" wherever used in this Declaration mean and refer to one of the numbered lots or blocks of land described in Section 1.2 hereof, as shown on the plat herein above referred to. The numbers following the words "Lot" or "Block" refer to the particular lot or lots, block or blocks so numbered on the aforesaid plat.

### 2.3 Said Plat.

The words "Said Plat" wherever used in this Declaration mean and refer to the Plat referred to in Section 1.2 hereof.

### 2.4 Said Property.

The words "Said Property" wherever used in this Declaration mean and refer to the property described in the aforesaid Section 1.2 hereof.

### 2.5 Setback.

The term "Setback" wherever used in this Declaration means the distance between dwellings or other structures referred to and the street or side or rear lines of the particular lot.

### 2.6 Street.

The term "Street" wherever used in this Declaration means and refers to any street, road or other thoroughfare shown on said Plat, or contiguous to the real property designated on said plat.

## 2.7 Association.

The term "Association" wherever used in this Declaration means and refers to Elsanor Airpark Property Owners Association, Inc.

## 2.8 Board of Directors.

The term "Board of Directors" wherever used in this Declaration means and refers to the Board of Directors of Elsanor Airpark Property Owners Association, Inc.

## 2.9 Common Area.

The term "Common Area" wherever used in this Declaration means and refers to all real property, personal property and the total area dedicated to and maintained by The Association.

## 2.10 Runway.

The term "Runway" wherever used in this Declaration means and refers to the total common area dedicated to the Association for the exclusive use of aircraft taking off and landing.

## 2.11 Taxiway.

The term "Taxiway" wherever used in this Declaration means and refers to the total common area dedicated to the Association for the exclusive use of taxiing aircraft and includes the area immediately contiguous to the runway.

## 2.12 Hangar.

The term "Hangar" wherever used in this Declaration means and refers to the building designed primarily for the purpose of storing aircraft therein but shall also include all space therein allocated for any other purpose such as restroom facilities, workshop, automobile garage or other equipment storage or living area.

# 3.0 PROPERTY OWNERS ASSOCIATION

## 3.1 Creation and Establishment.

There shall be created and established a non-profit Alabama corporation known as the Elsanor Airpark Property Owners Association, Inc., hereinafter referred to as

"Association". A copy of the Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits "A" and "B", respectively, and made a part hereof.

### 3.2 Purposes of the Association.

The purpose of the Association shall be all of the purposes set forth in the Articles of Incorporation of the Association. The Association shall provide an entity for all execution, performance, administration and enforcement of all of the terms and conditions of this Declaration and specifically to provide for the care and maintenance of all the common areas and equipment, such as airplane landing strip and taxiway.

### 3.3 Membership.

Each owner of a lot, as defined by this Declaration, by virtue of such ownership, shall be a member of the Association and by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, accepts such membership and acknowledges the authority of the Association to act as provided herein and as provided in the Articles and Bylaws of the Association.

### 3.4 Voting Rights.

Each owner of a lot as a member of the Association 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. Each lot shall be entitled to one vote regardless of the number of owners.

## 4.0 Sites and Dwellings – Uses Permitted and Prohibited

### 4.1 Lots for Single Family Residences

No lot shall be used for any other than single-family residence purposes or for the purpose of erecting and maintaining a hangar. There shall not exist on any lot at any time more than two buildings: one residence and one hangar or two hangars or two residences. All residences constructed thereon shall be permanent, and no lot shall be used by more than two families. This is not to prohibit an apartment contained within a dwelling for the exclusive temporary use of guests or servants.

### 4.2 Temporary Residences Prohibited in General.

No buyer, or his heirs or assigns, shall at any time use as a residence, temporarily or permanently, a trailer, tent, shack, garage, barn, street car, bus or other outbuilding; however, inheritance of aforementioned may be permitted on a temporary basis during construction of permanent dwelling if approved in writing by the Association. Such temporary permit shall be rescindable at any time for any purpose and the owner of the property on which the temporary residence is located shall

have no more than thirty days within which to vacate or remove from said property. The issuance of a temporary permit to any one property owner does not mean other permits will be issued to other property owners.

#### 4.3 Hangar And Tie-Down Space for Private Use Only

The airplane hangar or tie-down space on each lot shall be limited to strictly private use and only by the owner of the property on which the hangar or tie-down space is located except as permitted herein. No person who is not a member of the Association shall be permitted to store, tie down or hangar any aircraft on Elsanor Airpark property without the express written permission of the Association. The Association shall have the authority to specify the terms and conditions under which a non member's aircraft may be stored, hangared or tied down. The above applies to any aircraft not solely owned by a member of the Association. Lot owners, however, are allowed on a limited basis to lease or sublease their hangar space or tie-down space on their lot to a third party tenant for commercial use only. The tenant would be subject to all rules and regulations of the Association and will be charged a nominal fee at a rate to be set by the Board of Directors on a case by case basis, depending on the nature of the usage and the length of time that said usage/rental will occur.

#### 4.4 Airworthy Aircraft Permitted Outside Tie-Down.

Lot owners shall have the right to tie down an aircraft owned by them outside of a hangar only if it is in airworthy condition as defined by current Federal Aviation Regulations (FARs), except as permitted by the Association in writing.

#### 4.5 Parking of Any Vehicle on Common Areas Prohibited.

No motor vehicle or aircraft of any kind shall at any time be parked or tied down on any of the taxiways, overruns, runway, roadways or rights-of-way, except as permitted by the Association in writing.

#### 4.6 Association Shall Control Runway Use.

The Association shall have the right to control the use of the runway and taxiways and may prohibit the use of the runway or taxiways by any aircraft deemed unsafe to either the life or health of individuals or the condition and maintenance of the field by virtue of its size, design or state of repair.

#### 4.7 Lot Owner to Maintain His Property.

Each purchaser, his heirs or assigns will maintain each lot owned by him in a clean and sightly condition at his own expense in such a manner as to conform with the maintenance of the surrounding lots and established level of quality of

improvement within the community. Appropriate action may be taken by the Association to protect homeowners where necessary.

#### 4.8 Association to Make Rules Affecting Airport Grounds and Operation

The Association shall have the right to make rules and regulations relative to the easements, taxiways, runway, air traffic patterns around the airport, grounds and related facilities, affecting the use of said premises, and all lot owners agree to comply with said rules and regulations and are subject thereto, including any such rules and regulations that may be added from time to time.

#### 4.9 Recreational Vehicle and Semi-Truck Parking not permitted.

No unregistered automobile, truck, boat, boat trailer, house trailer, mobile home, camper, travel trailer, motor home, large tractor trucks, swamp buggies or other similar vehicle or equipment of similar nature shall be permitted to remain on any lot in excess of 72 hours unless it is housed within an approved structure. No trailer homes, mobile homes, tractor trailers, semi-trailers, eighteen-wheelers, or semi-trucks or other similar vehicles will be permitted at any time, unless it is properly and completely housed within an approved structure.

#### 4.10 All Buildings to Be Properly Maintained.

All buildings, including hangars, must be kept painted and properly maintained and free of junk and other unsightly accumulations by the owner.

#### 4.11 Antennae Heights Shall Not Exceed 50 Feet.

No wires, antenna aerials or other equipment shall be installed upon the exterior of any building or freestanding at a height of more than 50 feet from ground level. Said antennae or equipment shall in any event be subject to FAA and FCC regulations concerning obstructions place in the vicinity of airports.

#### 4.12 Nuisances Prohibited.

There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any of the land any nuisance of any kind or character.

#### 4.13 Unsightly Materials Prohibited.

No rubbish, garbage, debris, junk, junk vehicles or unsightly material shall be deposited on any of the lots at any time except building material during the course of construction on the site.

#### 4.14 Annoying Activities Prohibited.

No noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. Outside toilets or privies are expressly prohibited, except where required for construction purposes.

#### 4.15 Commercial Businesses Prohibited.

No commercial business of any type shall be permitted; however, nothing herein contained shall be construed as preventing the Association from erecting and maintaining facilities of a recreational or community nature or facilities incident to the use of the runway, taxiways and easements. No one may use the airport or runway for commercial activity or for self-enterprise, for example, but not limited to, crop dusting, aircraft charter, freight operations. This restriction does not apply to such activities as student pilot training, gliding clubs/soaring clubs and A&P Mechanic usage.

#### 4.16 Domestic Pets Permitted; Animals for Commercial Purposes Prohibited.

Commercial breeding or feeding of cattle, sheep, goats, hogs or poultry, the operation of a commercial dairy, dog boarding kennel or veterinary hospital and the operation of a commercial livery or boarding stable for horses, or a riding academy, and the keeping of any hog or milk cow, are strictly prohibited. It is understood, however, that this restriction shall not be construed to prohibit the keeping of a reasonable number of domestic animals (no more than two domesticated dogs and 2 domesticated cats) for family pleasure, provided that domestic animals must be restrained by fence or other appropriate protective restraint, and all such animals must be stabled at the farthest possible point from the adjoining property, and all appropriate measures must be taken by the lot owner to eliminate and prevent offensive odors and any unsightly accumulations from said animals. Horses will be permitted on a case-by-case basis in writing by the Association on lots of 3.0 acres in size or greater only. Tall fencing will be required along with fenced location set back from runway for safety issues, at a height of at least sixty (60) inches above ground level.

#### 4.17 All Animals to Be Kept From Runway.

Notwithstanding the provisions of Section 4.17, at no time are any domestic animals or pets allowed on the runway and overruns. Horses and riders utilizing taxiways as bridle paths shall, in all cases, yield right-of-way to taxiing aircraft. All appropriate measures must be taken by said animals' owners to eliminate and prevent any unsightly accumulations on the taxiways from said animals.

#### 4.18 Lot Owners Bound By Common Area Insurance Policy Terms.

All lot owners agree to be bound by and to abide by the terms of any and all provisions of any insurance policies upon the common roads, easements, runway, taxiways and other common areas.

#### 4.19 Landscaping and Lawns.

Each lot owner shall landscape and maintain his lot and maintain the right-of-way between the pavement of any street abutting said lot and the lot line. All landscaping plans shall be approved by the Association in accordance with Section 5.5 of this Declaration.

#### 4.20 Driveway and Taxiway Turnouts and Culverts.

All driveway and taxiway connections from any lot to roads and taxiways, respectively, in order to provide access to individual home sites, shall first be approved by the Association according to Section 5.5 of this Declaration. All culverts and end walls required to be installed in the right of-way shall meet and generally conform to specifications as provided by the Association as to location, configuration and quality.

#### 4.21 Well and Septic Tank Locations.

All installations shall be in strict accordance with local governing regulations.

#### 4.22 Fences.

No unsightly fences or walls and no fences or walls exceeding four (4) feet in height shall be erected or maintained on any lot. No fence shall be erected along any street line or along any side line nearer the street line than the nearest wall of the main building constructed on said lot. In no case, shall any fence or wall be constructed without the Association approval as provided for in Section 5.5 of this Declaration. Fence must be transparent, i.e. black chain-link or aluminum fencing but not field/pasture fencing.

#### 4.23 Fuel Storage.

Each lot owner may have individual fuel storage. The location and quantity of said fuel storage tanks is subject to written approval by the Association and must be shown on a formal site plan and submitted to the Association. All above ground tanks, pumps and vent pipes must be concealed or attractively screened. All submittals for approval of above or underground fuel storage must clearly present and show how owner will comply with required local, state and federal regulations governing underground storage tanks and the subsequent monitoring thereof.

#### 4.24 Outdoor Lighting.

Any outdoor lighting positioned and installed by a lot owner shall be of such a nature and type so as not to present a hazardous or confusing condition to night air operations, which may be conducted from said airport.

#### 4.25 Re-subdivision.

The Declarants shall be entitled to the right to subdivide or resubdivide said lots as they see fit as long as its in accordance with Baldwin County requirements. This includes but might not be limited to the tracts of property encompassing the 19 acre and 21 acre tracts in that certain subdivision known as Gordon Acres. Any new lots added to the Association will automatically become members of the Association, with the same privileges and rights as Property Owners Association, Inc. members, upon payment of the Property Owners Association, Inc. dues to the Association.

#### 4.26 On-Site Disposal of Environmentally Sensitive Substances Prohibited.

Disposal on the site of Elsanor Airpark Property Owners Association, Inc. subdivision of any substances which may be considered toxic or environmentally sensitive is expressly prohibited. Disposal of any substances which may contaminate the ground water of ELSANOR AIRPARK Property Owners Association, Inc. subdivision or the surrounding area is prohibited.

These substances include, for example, but are not limited to, paints, solvents, cleaning fluids, paint strippers, fuel and oil.

### 5.0 Size and Location of Structures and Approval of Plans

Hangar and dwelling house and all accessory buildings, for each lot, must be color-coordinated. There shall be no construction equipment allowed on the runways, and there shall be no above-ground swimming pools allowed.

#### 5.1 Single Family Dwellings to Be 1200 Square Feet Minimum.

All single family dwelling houses erected, constructed or maintained upon any of the lots in Elsanor Airpark subdivision shall have a square foot area exclusive of porches, terraces, porticoes, patios, garages, and utility rooms of at least one thousand two hundred (1200) square feet.

#### 5.2 Minimum Hangar Size to be 40' x 40'; Structure to be Permanent.

All hangars erected, constructed or maintained upon any of the lots in Elsanor Airpark subdivision shall be fully enclosed permanent structures. The Association may reject any design feature of the hangar for any reason whatsoever.

### 5.3 Structures to Be Completed Within 18 Months.

Any structure started on this subdivision must be completed insofar as the exterior finish is concerned within 18 months from the date of issuance of a building permit for said structure or structures by the County of Baldwin.

### 5.4 Architectural Review Committee Building Approval Required.

No building, outbuilding, fence, wall, retaining wall or other structure of any type shall be constructed, erected, placed or permitted to remain on the premises hereby conveyed, nor shall construction or erection commence, unless the Architectural Review Committee appointed by the Association shall have approved in writing the detailed drawings, plans, specifications, exterior colors, materials, plat plan, layout and landscaping plan of such proposed building or buildings and building site.

Likewise, once a building has been constructed according to plans approved by said Architectural Review Committee, no structure, alteration or addition shall change the external elevations, design, or appearance of said building unless detailed plans and specifications for such structure, alteration or addition have been approved in writing by said Committee. The refusal by the Architectural Review Committee to approve plans submitted hereunder may be based upon any grounds including purely aesthetic, which in the sole and uncontrolled discretion of said Committee may seem sufficient provided, however, that said Committee shall have a period of thirty (30) days after any plans and specifications have been last submitted under the terms of this declaration within which to examine such plans and specifications and render its approval or disapproval.

Should the Architectural Review Committee fail to approve or disapprove such plans and specifications within said thirty (30) day period then such approval shall not be required, provided that the proposed building may not violate any of the other restrictions set forth herein, or any provisions of the building and zoning ordinances of Baldwin County.

### 5.5 Preliminary Plans Approval to Facilitate Ultimate Final Approval.

In order to facilitate preparations and ultimate approval of the final plans and specifications hereunder, the Committee shall review preliminary drawings, plot plans, elevations, exterior colors, materials, and specifications in advance of their submission for final approval and indicate its objections or recommendations. Thereafter, as more detailed plans and specifications are developed, the Committee may not refuse approval of same as long as the final product conforms substantially with the preliminary plans and specifications previously approved. No structural alterations in the exterior appearance of buildings or structure, whether existing or proposed, shall be made without like approval.

### 5.6 Two Sets of Plans and Specifications Required.

Two sets of complete plans and specifications for any building or structure planned on this subdivision and two plot plans indicating and fixing the exact location of such structures or such altered structure on the lot with reference to the street and side lines thereof shall be first submitted in writing for approval and approved in writing by the Association.

5.7 Association Shall Endorse Both Sets of Plans.

Approval of plans, specifications and location of buildings by the Association shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Association to the person submitting the same.

5.8 Association Approval Not Waiver of Features in Subsequent Plans.

The approval of the plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Association of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots.

5.9 Structures Shall Be Erected in Accordance With Approved Plans.

After such plans and specifications and other data submitted have been approved by the Association, no building, outbuilding, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Association. If any building, outbuilding, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property other than in accordance with the plans and specifications and plot plans theretofore approved by the Association, such erection, construction, placing, alteration and maintenance shall be deemed to have been undertaken without the approval of the Association ever having been obtained as required by this Declaration.

5.10 Compliance With Plans Approvals.

After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of Section 5.5 hereof unless notice to the contrary shall have been recorded in the Office of the Clerk of the Circuit Court, in and for Baldwin County, Alabama, or legal proceedings shall have been instituted to enforce such compliance.

5.11 Association Inspection Of Structure Under Construction.

The Association may at any reasonable time enter and inspect any building or property under construction or on or in which the Association may believe that a violation of the covenants, restrictions, reservations, servitude's or easements is occurring or has occurred.

#### 6.0 Setbacks and Free Spaces of Buildings.

No building and no addition to any building and no structure or object shall be erected, placed or maintained on any lot nearer than ten (10) feet to the side, fifty (50) feet to the rear line (taxiway side), twenty five (25) feet to the front or thirty (30) feet side setback on the corner lot sides adjoining the runway/taxiway. Anything in this Section 6.0 to the contrary notwithstanding, in the event one lot, or a portion thereof, and the whole or a portion of a contiguous lot, all in one ownership shall be used as one building site for one structure and its appurtenant outbuildings permitted by this Declaration, then while so owned and used, the side lines and the rear line of such site shall, for the purposes of this Paragraph 6.0 be deemed to be the side lot line and the rear lot line of such site.

#### 6.1 Easements.

In addition to easements shown on the record plat, the Declarants specifically reserve a ten (10) foot easement running along all the lot lines bordering a taxiway to help ensure adequate wing clearance for taxiing aircraft.

#### 6.2 Access of Easements Reserved.

No dwelling house, garage, outbuilding, or other structure of any kind shall be built, erected or maintained upon any easements, reservations or rights-of-way, and easements, reservations or rights-of-way shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utilities, and to Declarant, its successors and assigns, all of whom shall have the right of ingress and egress thereto, and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights-of-way are reserved, or may hereafter be reserved.

#### 6.3 Signs.

No signs or other advertising device of any character shall be erected, posted, pasted, displayed or permitted upon or about any part of said lot except as permitted herein: one sign of not more than sixteen (16) feet square in area advertising the property for sale; the owner may display on his lot a name and address sign referring only to the premises on which displayed; nothing contained herein shall preclude Declarant and/or the Association from erecting such signs as may be deemed necessary and proper incident to the utilization of the easements,

taxiways and airstrips and related facilities; nothing contained herein shall preclude the Declarer and Developer from erecting signs and lot markers, without size restrictions, for the purposes of selling said lots. Any of the commercial businesses allowed may have a sign that does not exceed 32 square feet. This includes A&P Mechanic, Soaring Club, and Student Pilot Training, and it may be expanded from time at the sole discretion of the Association.

#### 7.0 Fees, Dues, Charges and Assessments

The Declarant hereby covenants, creates and establishes, and each owner of any lot of the property described in Section 1.2 hereof, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner shall hereafter be deemed to have covenanted and agreed to pay to the Association

Any assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. Such assessments shall be equal amounts against the owners of each lot.

An annual, semi-annual or quarterly charge for the normal maintenance of the roads, taxiways, surface water management system, runway and other common areas. Such assessments shall be in equal amounts against the owners of each lot.

Any special assessments for capital improvements, emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the owners of each lot.

Charges incurred in connection with the enforcement of any of the terms and conditions hereof.

Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be equal amounts against the owners of each lot. A cap on annual assessment shall be set at no more than 150% of the total annual dues paid for each lot.

#### 8.0 Procedures for the Establishment of Fees, Dues, Charges and Assessments

a. The Board of Directors of the Association shall establish all sums which shall be payable by the members of the Association in accordance with the Articles of Incorporation and By-Laws of the Association and the following procedures:

b. Assessments against the owners of all of the lots shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each lot owner not less than thirty (30)

days in advance of the date thereof. Assessments shall be payable at such time or times as the Board of Directors shall direct.

c. Special Assessments against the owners of all of the lots and all other fees, dues, and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose.

d. The Board of Directors may, from time to time, establish by a resolution, rule or regulation, specific fees, dues or charges to be paid by specific owners of lots for the use of facilities, or to reimburse the Association for expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the Board of Directors.

e. The Association shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. The Association shall, upon demand, furnish an owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

#### 9.0 Enforcement of All Assessments and Creation of Liens

The collection of all assessments and creation of liens shall be in accordance with the following provisions:

a. If fees, dues, charges or assessments of any kind are not paid upon the date when due, such sums shall then be and become delinquent and shall, together with interest thereon, attorneys' fees and all costs of collection, be and become a continuing lien and charge on the lot or lots owned by the member of the Association. Such liens shall bind all such property in the hands of the lot owner, his heirs, devisees, personal representatives, successors and/or assigns.

b. If the sums due are not paid within thirty (30) days after the delinquency date, such sums shall bear interest from the date of delinquency at the highest rate of interest which may be lawfully charged to individuals, and the Association may bring an action to foreclose the lien against the property in like manner as the foreclosure of a mortgage on real property, and there shall be added to the amount due in addition to the interest hereinabove set forth, all costs of collection and/or

appeal, and all attorneys' fees incurred by the Association in connection with the collection and/or appeal. The judgment shall include all of said sums.

#### 10.0 Subordination of Liens to Mortgages

The liens for all fees, dues, charges and assessments provided herein, shall be subordinate to the lien of any bona fide mortgage or mortgages, now or hereafter placed on any lot; provided, however, that such subordination shall apply only to the sums which have become due and payable prior to a sale or transfer of such lot, pursuant to a decree of foreclosure or other proceeding in lieu of a foreclosure. No sale, transfer, or conveyance of any kind shall relieve any lot owner from the liability for any fees, dues, charges or assessments thereafter becoming due or the lien for any such sums.

#### 11.0 Scope, Duration of Protective Covenants, Conditions, Restrictions, and Covenants

All of the protective covenants, conditions, restrictions, and easements set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, accepts the same subject to the protective covenants, conditions, restrictions, and easements set forth in this Declaration, and agrees to be bound by each such protective covenant, condition, restriction, and easement. Said protective covenants, conditions, restrictions, and easements shall run with the land and continue to be in full force and effect, except as hereinafter provided, in perpetuity.

Said protective covenants, conditions, restrictions, and easements remain in perpetuity unless a written agreement executed by the then record owners of not less than seventy-five percent (75%) of the lots in the property subject to this Declaration shall be placed on record in the Office of the Clerk of the Circuit Court of Baldwin County, Alabama, in which agreement any of the protective covenants, conditions, restrictions, and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

##### 11.1

In the event that any such written agreement of change or modification be fully executed and recorded, the original protective covenants, conditions, restrictions, and easements as therein modified shall continue in force in perpetuity, unless and until further changed, modified or extinguished in the manner herein provided.

##### 11.2

Damages are hereby declared not to be adequate compensation for any breach of the protective covenants, conditions, restrictions, or easements of this Declaration, but such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Declarant, the Association, or by an owner of any lot in said property.

#### 12.0 Subordination of Protective Covenants, Conditions, Restrictions, and Easements

All of the protective covenants, conditions, restrictions, and easements set forth in this Declaration shall be subject to and subordinate to any recorded mortgage or deed of trust in good faith and for value at any time heretofore or hereafter executed covering any part of said property, and the breach of any such protective covenants, conditions, restrictions and easements, shall not defeat the lien or encumbrance of any such mortgage or deed of trust; provided, however, that the purchaser at any foreclosure sale under any such mortgage or deed of trust, his or its successors and assigns, shall take and thereafter hold the title subject to all of the covenants, restrictions, reservations and easements set forth in this Declaration.

#### 13.0 Violations of Protective covenants, Conditions, Restrictions, and Easements.

A breach or violation of any of the protective covenants, conditions, restrictions, and easements shall give to the Association the right to immediate entry upon the property upon which such violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may be or exist thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Association shall not be liable for any damages occasioned thereby. The result of every act of omission or commission or the violation of any protective covenant, condition, restriction, and easement hereof, whether such protective covenant, condition, restriction, and easement is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against any such owner of any lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

Where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these protective covenants, conditions, restrictions, and easements, the losing party in such litigation shall pay all expenses, including a reasonable attorney's fee, incurred by the other party in such legal proceeding.

#### 14.0 Right to Enforce

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Association, or by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and

assigns, and failure by the Association, or by the owner or owners of any portion of said property or their legal representatives, heirs, successors and assigns, to enforce any of such protective covenants, conditions, restrictions, and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

#### 15.0 Assignment of Powers

Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed or assigned to another corporation, co-partnership or individual and upon such corporation, co-partnership or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers, it shall, to the extent of such deed, conveyance or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein and thereupon Declarant shall be relieved of the performance of any further duty or obligation hereunder to the extent of such deed, conveyance or assignment.

In the event Declarant shall convey all of its right, title and interest in and to the real property described in Section 1.2 hereof and shall assign all of its rights, powers and privileges under this Declaration to another corporation, co-partnership or individual and such assignee should, by instrument in writing duly executed, acknowledged and recorded in the Office of the Clerk of the Circuit Court, in and for Baldwin County, Alabama, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in that event the Declarant shall be relieved of the performance of any further duties or obligations hereunder, and such other corporation, co-partnership or individual shall succeed to all of the rights, powers, reservations, obligations and duties as though such other party had originally been named as Declarant instead of Declarant.

#### 16.0 Headings of Sections

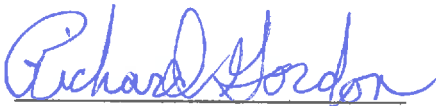
The headings as to the contents of particular sections are inserted only as a matter of convenience and for reference and in no way are, or are they intended to be, a part of this Declaration, or in any way define, limit or describe the scope or intent of that particular paragraph to which they refer.

#### 17.0 The Various Parts of this Declaration are Severable.

In the event of any clause, subdivision, term, provision or part of this Declaration being adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provision or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration, and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable shall remain in full force and effect, and

each and all of the paragraphs, subdivisions, terms, provisions or parts of this Declaration are hereby declared to be severable and independent of each other.

Done and agreed this 21<sup>st</sup> day of July, 2020.



Richard Gordon, Declarant



Connie Gordon, Declarant

THIS INSTRUMENT  
PREPARED BY

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