

This Instrument was prepared by:
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STATE OF ALABAMA
COUNTY OF BALDWIN

SECOND AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS AFFECTING
ELSANOR AIRPARK PROPERTY OWNERS ASSOCIATION, INC.

This SECOND Amendment to Declaration of Protective Covenants, Conditions and Restrictions Affecting Elsanor park Property Owners Association, Inc. ("Amendment") is made as of this 16th day of August 2022 by Richard Gordon and Connie Gordon, individually, jointly and severally ("Declarant"), for itself and its successors, grantees, assignees and/or their transferees.

WHEREAS, Declarant executed and recorded that certain Declaration of Protective Covenants, Conditions and Restrictions Affecting Elsanor Park Property Owners Association, Inc. (the "Declaration") on July 22, 2020, and said Declaration was duly recorded at Instrument #1844495 in the Probate Office of Baldwin County, Alabama.

WHEREAS, Declarant executed and recorded that certain First Amendment to Declaration of Protective Covenants, Conditions and Restrictions Affecting Elsanor Airpark Property Owners Association, Inc. (the "First Amendment") on October 7, 2020 and said First Amendment was duly recorded at Instrument #1862184 in the Probate Office of Baldwin County, Alabama.

WHEREAS, Declarant wishes to further amend the Declaration as it relates to the clarification of the following sections, to-wit: Section 4.3 (Hangar and Tie-Down Space for Private Use Only); Section 4.6 (Association Shall Control Runway Use); Section 4.15 (Commercial/Private Businesses Prohibited); and Section 6.3 (Signs).

NOW, THEREFORE, the Declarant hereby amends the Declaration in accordance with the following:

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 and association approved basis to lease or sublease their hangar space or tie-down space on their lot to a third party tenant for commercial use only as described in paragraph 4.15 herein.** 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.

4.6 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. **The Association shall also exercise authority to shut down the runways for purposes of protecting the airfield from damage due to excessive rain which softens the runway to a state where aircraft operations cause ruts in the runway surface.**

4.15 Commercial / Private 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 / private activity or for self-enterprise. For example, but not limited to; crop dusting, aircraft charter, freight operations, flying clubs or flight instruction. **This restriction does not apply to non-flight activities such as A&P/IA Mechanic business or aircraft restoration services (i.e., hangar based use which does not include continued flight operations that may cause damage to the runways).**

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.

The Declaration, as amended hereby, is hereby ratified, and remains in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amendment effective as of the day and year first above written.

**ELSANOR AIRPARK PROPERTY OWNERS
ASSOCIATION, INC.
An Alabama Non-Profit Corporation**

By: 
RICHARD GORDON, Its Director

By: 
CONNIE GORDON, Its Director

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Richard Gordon and Connie Gordon as Directors of Elsanor Airpark Property Owners Association, Inc.**, whose names are signed to the foregoing Instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they as such officers and with full authority executed the same voluntarily and as the act of the company on the day the same bears date.

Given under my hand and official seal this 17 day of August 2022.

Valerie Gierhart
Notary Public
Commission Expires: 3/8/2026

