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Gold Hill Airpark Homeowners' Association

**Declaration of Covenants and Restrictions
To Run With the Land of the Gold Hill Airpark,
Morgan Township, Rowan County, North Carolina**

August 25, 2016

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JB

GOLD HILL AIRPARK

DECLARATION OF COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND OF THE GOLD HILL AIRPARK, MORGAN TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA

This Declaration of Covenants and Restrictions is made this the 20th day of August, 2016, by the Gold Hill Airpark Homeowners' Association Inc., a North Carolina non-profit Corporation hereinafter referred to as the Association.

WHEREAS, the Association is the owner of certain real estate property known as the Common Area located in Gold Hill Airpark, Rowan County, North Carolina and desires to offer each Lot Owner the natural and structural beauty for gracious living, and at the same time provide convenient facilities for the furtherance of their common interest in aviation.

WHEREAS, the Association desires to subject the Property together with any additions to the modified covenants, restrictions, easements, charges and liens set forth in this Declaration, which is for the benefit of each Lot and each Lot Owner in order to ensure the values and amenities in said development, prevent any future impairment of those values and amenities and provide for the maintenance of all of the Common Area owned by the Association.

WHEREAS, the Association is the de facto manager of said Airpark and is the agency to which has been delegated and assigned the powers of maintaining and administering the properties and facilities of the Airpark, administering and enforcing the covenants and restrictions and collecting and disbursing the Assessments and charges hereinafter created in accordance with the Association By-Laws.

NOW, THEREFORE, the Association, by this Modified Declaration of Covenants and Restrictions, does hereby declare that all the property of the Gold Hill Airpark, Rowan County, North Carolina, as defined herein, is subject to these modified covenants, conditions, restrictions, easements, charges and liens as set forth in this Declaration which shall run with the Property and be binding on all parties owning any right, title or interest in said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Lot Owner thereof.

Description of the Property subject to this Declaration as identified in Appendix A:

| <u>Parcel ID</u> | <u>Lot #</u> | <u>Parcel ID</u> | <u>Lot #</u> | <u>Parcel ID</u> | <u>Lot #</u> |
|------------------|--------------|------------------|--------------|------------------|--------------|
| 543 070 | 1 | 543 052 | 19 | 543 037 | 37, 38 |
| 543 069 | 2 | 543 051 | 20 | 543 039 | 39 |
| 543 068 | 3 | 543 050 | 21 | 543 040 | 40 |
| 543 067 | 4 | 543 049 | 22 | 543 080 | 42 |
| 543 066 | 5 | 543 048 | 23 | 543 081 | 43 |
| 543 065 | 6 | 543 047 | 24 | 543 082 | 44 |
| 543 064 | 7 | 543 046 | 25 | 543 083 | 45 |
| 543 063 | 8 | 543 045 | 26 | 543 084 | 46 |
| 543 062 | 9 | 543 043 | 28 | 543 085 | 47 |
| 543 061 | 10 | 543 042 | 29 | 543 086 | 48 |
| 543 060 | 11 | 543 041 | 30 | 543 087 | 49 |
| 543 059 | 12 | 543 031 | 31 | 543 088 | 50 |
| 543 058 | 13 | 543 032 | 32 | 543 098 | * |
| 543 057 | 14 | 543 033 | 33 | 543 099 | * |
| 543 056 | 15 | 543 034 | 34 | | |
| 543 055 | 16 | 543 035 | 35 | | |
| 543 054 | 17 | 543 036 | 36 | | |
| 543 053 | 18 | | | | |

* These parcels have not been assigned Lot Numbers.
The following Lot numbers are not subject to this Declaration: Lot 27, Lot 41.

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ARTICLE I: DEFINITIONS

- 1.1 **Airpark Documents:** Shall mean and refer to the basic documents creating and governing the Gold Hill Airpark, including but not limited to this Declaration, the Articles of Incorporation, the By-laws of the Association, the Association Rules and any procedures, regulations or policies adopted under such documents by the Association or the Architectural Review Committee.
- 1.2 **Architectural Review Committee (ARC):** Shall mean and refer to a committee formed to maintain the quality and architectural harmony of Improvements to the Airpark, to include the Common Area owned by the Association and Lots within the Airpark which are privately owned.
- 1.3 **Articles or Articles of Incorporation:** Shall mean and refer to the Articles of Incorporation of the Association which have been filed with the Secretary of State to create the Association.
- 1.4 **Assessments:** Shall mean and refer to the Annual or any Special monetary charges made to Lot Owners to provide the Association with the funds required to carry out its duties under this Declaration. It shall also mean any fines levied against any Lot Owner for any violations of the Airpark Documents.
- 1.5 **Association:** Shall mean and refer to the Gold Hill Airpark Home Owners Association Inc., a non-profit North Carolina corporation, its successors and assigns.
- 1.6 **Association Rules:** Shall mean and refer to rules and regulations as defined in Article III, Section 3.8 of this document.
- 1.7 **Board of Directors:** Shall mean and refer to the Board of Directors of the Association which is the elected governing body of the Association.
- 1.8 **By-Laws:** Shall refer to the By-Laws of Gold Hill Airpark Home Owners Association, Inc.
- 1.9 **Common Area:** Shall mean any and all real property, personal property, easements and other interests therein, together with the facilities and Improvements located thereon, owned by the Association for the common use and enjoyment of the Members.

The Common Area is defined as:

- (1) Lot 14 (parcel ID 543 057), buffer area to the waste water spray field,
- (2) Lot 15 (parcel ID 543 056), buffer area to the waste water spray field,
- (3) Lot 16 (parcel ID 543 055), buffer area to the waste water spray field,
- (4) Lot 17 (parcel ID 543 054), buffer area to the waste water spray field,
- (5) Lot 31 (parcel ID 543 031), pond on Fine Street,
- (6) Parcel ID 543 014, the runway,
- (7) Parcel ID 543 075, waste water lagoons and spray field,

- (8) Fine Street,
- (9) Aviation Lane extending from Old Beatty Ford Road to the T intersection in front of Lot 1 (parcel ID 543 070), and that portion of land lying immediately east of Aviation Lane not part of Lot 40 (parcel ID 543 040), parcel ID 543 099 or parcel ID 543 014 (runway),
- (10) Aviation Lane beginning at the western edge of Lot 45 (parcel ID 543 082 and extending east to the cul-de-sac in front of Lot 14 (parcel ID 543 057),
- (11) Aviation Lane beginning at the western edge of Lot 45 (parcel ID 543 082) and extending west to the cul-de-sac in front of Lot 49 (parcel ID 543 087), but only at such time that among the owners of Lots 46, 47, 48, 49, and 50 there are three (3) who are paying annual fees to the Association,
- (12) The taxiways connecting Aviation Lane to the runway and connecting Fine Street to the runway.

1.10 Declaration: Shall mean and refer to this Declaration of Covenants and Restrictions.

1.11 Gold Hill Airpark (aka Airpark): Shall mean and refer to the planned community created by this Declaration, consisting of the Property and all improvements located on the Property.

1.12 Improvements: Shall mean and refer to all buildings and structures, parking areas, fences, walls, hedges, plantings, pools, driveways, ponds, lakes, recreational facilities, signs, changes in any exterior color or shape, excavation and all other site work including but not limited to grading, road construction, utility improvement, removal of trees or plantings, and any new exterior construction or exterior improvement which may be included in the foregoing. "Improvements" includes both original improvements and all later changes and improvements. "Improvements" does not include turf, shrub or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearance.

1.13 Lot: Shall mean and refer to any parcel of land within the Gold Hill Airpark properties with or without Improvements.

1.14 Lot Owner: Shall mean and refer to the owner of record, whether one or more persons, of the fee simple title to a Lot identified in the list of parcel IDs and Lot numbers subject to this Declaration.

1.15 Maintenance Funds: Shall mean and refer to the monies collected from the Annual or Special Assessments and fines which provide the Association with the cash assets required to carry out its duties under this Declaration.

1.16 Member: Shall mean and refer to any person or entity holding membership in the Association as defined under Section 3.2: Membership.

1.17 Plat: Shall mean and refer to any plat or as-built survey depicting the Property filed in the office of the Registrar of Deeds for the County of Rowan, State of North Carolina, as such Plat may be amended from time to time.

1.18 Property: Shall mean and refer to the Property initially subject to this Declaration and any additional Property that from time to time becomes subject to these Covenants, pursuant to the provisions of this Declaration.

Property shall include the Common Area and the properties identified by the Parcel ID and Lot Number assigned to each property as indicated in the map in Appendix A of this Declaration (created on July 5, 2016 using the Rowan County Geographic Information System), which is held, transferred, sold, conveyed and occupied.

1.19 Recreational Facilities: Shall mean and refer to the recreational facilities or amenities owned by the Association and located within the Property.

1.20 Runway: Shall mean that property located near the center of the Airpark used for the purpose of aircraft takeoffs and landings.

1.21 Taxiway: Shall mean and refer to those right-of-ways radiating from the Runway or otherwise as shown on the Plat for the purpose of providing aircraft with access to and from the runway. This includes Aviation Lane, Fine Street and any roadways that are used as taxiways.

1.22 Variance: Shall mean a request to deviate from the provisions of the Airport Documents. If approved, as required in this document, a variance permits a Lot Owner to use his land in a way that is ordinarily not permitted by the Airport Documents. It is not a change in the Airport Documents, but a waiver from the requirements of the Airport Documents.

ARTICLE II: APPLICABILITY OF THIS DECLARATION

(A) Any dwelling, hangar, garage, out-building, or other Improvement which is complete, or for which plans have been approved by the Board of Directors, at the time this Declaration is adopted shall not be rendered nonconforming by the adoption of this Declaration.

(B) Any dwelling, hangar, garage, out-buildings, or other Improvement which is constructed subsequent to the adoption of this Declaration shall conform to and be bound by this Declaration.

ARTICLE III: THE ASSOCIATION

3.1 Purpose

The Gold Hill Airpark Homeowners Association is the legal entity created by the Articles of Incorporation to own, maintain and use the Common Area of Gold Hill Airpark including streets, rights of way, and runway for the benefit of all members. The Association will manage and administer the Airpark's affairs and carry out the provisions of this Declaration and the other Airpark Documents ensuring the quality of life, and a harmonious existence in the Airpark.

3.2 Membership

Ownership of a Lot in Gold Hill Airpark entitles each Lot Owner to become a Member of the Association if the conditions set forth in the By-Laws of the Association are met. No Lot Owner, whether one or more persons, regardless of the number of Lots owned shall have more than one membership or vote.

3.3 Board of Directors

The responsibilities of the Association are vested in its Board of Directors. The Board will represent the Association and its decisions shall be considered decisions of the Association. The composition, duties and responsibilities of the Board are set out in the By-Laws of the Association and in this Declaration.

3.4 Variances to This Declaration

(A) No variances to the provisions in this Declaration will be permitted without the approval of a seventy-five (75) percent majority of the Association membership.

(B) A request for a variance must be made in a Special Meeting or Annual Meeting following the same requirements specified under Section 3.9, Appeals of Association Rules.

3.5 Dedication of Common Area

(A) The Association owns certain parts of the Property known as the Common Area and dedicates this area solely for the common use and enjoyment of Association Members and their families, guests, tenants, and invitees.

(B) The Association further guarantees to each Lot Owner that the Runway shall remain a Runway, unless a governmental agency, local, state or federal, should impose restrictions upon or acquire the Airpark property.

3.6 Responsibility for the Common Area

- (A) Subject to the rights of the Members of the Association set forth in this Declaration, the Association shall be responsible for the management and control of the Common Area.
- (B) All Improvements in the Common Area, including related equipment, shall be kept in good, clean and attractive condition and repair, pursuant to the terms and conditions of this Declaration.

3.7 Distribution of Airpark Documents

- (A) The Association produces and maintains the Airpark Documents which contain the rules, regulations and processes for governing the Airpark. Each Member of the Association is entitled to a copy of the Airpark Documents. A copy of these documents will be provided in a digital format to each Member as soon as practical upon request to the Secretary and automatically following any change in any of the documents.
- (B) The Secretary will provide digital copies of the Airport Documents to any prospective Lot buyer along with any other documents required by law.

3.8 Association Rules

The Association, represented by the Board of Directors, subject to the provisions of the Airpark Documents, has the right to adopt, amend and repeal rules and regulations, to be known as Association Rules, governing, among other things, but not limited to:

- a) the use of open space,
- b) the use of private roads,
- c) collection and disposal of garbage and trash,
- d) the posting of maximum speeds for vehicular traffic and other traffic rules,
- e) the schedule of fines for violations of the Airpark Documents,
- f) the use of the runway.

3.9 Appeals of Association Rules

- (A) Any member in good standing may challenge any Association Rule by asking for a review by the Board of Directors which shall be granted as quickly as possible. The member shall present his reasons why the rule in question should be changed or eliminated.

- (B) If the Board of Directors does not agree with the request, the member may call for a vote by the general membership during the Annual Meeting or in a Special Meeting. If a Special Meeting is called, the objecting member will be responsible for organizing the meeting, notifying all members of the meeting 30 days in advance of the date of the meeting, securing a place for the meeting and for covering all costs associated with the meeting.
- (C) A quorum of HOA members as specified in the By-laws for Annual Meetings is required. If a quorum is present, the Board of Directors will conduct the Special Meeting in the same manner as the Annual Meeting.
- (D) The Board shall explain to the membership their reason for making the rule in question. The objecting member will be given the opportunity to explain why the rule should be changed or eliminated.
- (E) Following any discussion among the members, a vote will be held. A decision to uphold, change or remove the rule must receive a majority vote of the members present.
- (F) The vote will be by a show of hands. Any member can request a vote by secret ballot which will be granted.
- (G) If a quorum is not present the Board will adjourn the meeting of those present and the issue will be tabled until the next Annual Meeting.

3.10 Ownership of Personal and Real Property for Common Use

The Association, through the action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property upon approval of a majority of Members present at an Annual or Special Meeting at which a quorum is present.

3.11 Implied Rights and Obligations

The Association shall perform all the duties and obligations imposed upon it expressly by the Airpark Documents, together with every other duty or obligation reasonably to be implied from the express provisions of the Airpark Documents where reasonably necessary to satisfy any such duty of obligation.

ARTICLE IV: ARCHITECTURAL REVIEW COMMITTEE (ARC)

4.1 Purpose

Gold Hill Airpark is designed as a private residential community with architectural controls that, among other things, allow Lot Owners convenient access to the runway. The Architectural Review Committee has the responsibility to review and make

recommendations to the Board of Directors on any Improvements made upon any Lot or upon the Common Area to ensure that the Airpark is developed harmoniously and that there is a consistency of purpose maintained throughout the development.

4.2 Committee Membership

(A) The Chairman of the ARC shall be appointed by the Board of Directors. The Chairman shall select a minimum of two (2) committee members, subject to approval by the Board. The Chairman and the committee members shall serve at the discretion of the Board of Directors.

(B) All members of the ARC must be members in good standing in the HOA as defined in the By-Laws.

4.3 Responsibilities

The responsibilities of the ARC are to:

- a) Review the external design and appearance of all structures and Improvements prior to construction on any Lot or on the Common Area within Gold Hill Airpark.
- b) Apply the construction regulations specified in this Declaration in the performance of its responsibilities.
- c) Recommend to the Board of Directors any additional construction regulations that may be required, consistent with the Covenants and Restrictions of the Association.
- d) Inspect for compliance with these regulations.
- e) Provide complete and accurate records of all actions taken by the ARC to the Secretary of the Association.
- f) Make a recommendation to the Board of Directors regarding compliance with the construction regulations for any Improvement on private Lots or the Common Area.

4.4 Basis for Decisions

(A) In making a recommendation regarding any Improvements that require approval, the ARC shall base its recommendation, in part, on:

- 1) aesthetical considerations,
- 2) conformity to exiting community practices and standards, and
- 3) the rules and restrictions in this and other Airpark Documents.

(B) It is recognized that in some situations the final decision by the Board of Directors will be made based on subjective considerations.

ARTICLE V: LAND USE AND CONSTRUCTION REGULATIONS

5.1 Lot Use

- (A) Each Lot shall be used solely for single-family dwelling purposes. Unless approved by the Board of Directors, only one family may occupy a Lot as a principal residence at any one time. No structure, except as herein provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling and such ancillary buildings or a hangar used in connection with the dwelling.
- (B) All Lots shall be used for residential and common family recreational purposes only and for no other purpose.
- (C) No Lot shall be used as a right-of-way, street or road, or access to any property not included within the properties of the Airpark.

5.2 Setbacks

- (A) No house or other Improvement shall be constructed on any Lot within fifty (50) feet of a front property line and within twenty (20) feet of any other property line.
- (B) The front of a Lot is defined as the side facing Aviation Lane, or Fine Street or a taxiway. Side property lines are those between adjoining Lots.
- (C) For those Lots adjoining the runway, no house or other Improvement shall be constructed within fifty (50) feet of the property line running next to and parallel to the runway.
- (D) Landscaping within the fifty (50) foot setback area is allowed with approval from the Board of Directors.

5.3 Easements

The Association has a twenty (20) foot easement along all sides of all streets, taxiways and the Runway which is reserved for underground utility or drainage purposes.

5.4 Contiguous Lots

- (A) The combination of two (2) or more contiguous Lots may be considered as a single Lot for land use purposes, i.e. construction of a house, hangar and out-buildings consistent with the terms and conditions of this Declaration, as long as they have no more than one connection to any utility or service, such as, but not limited to, electricity, TV cable, water and sewer.

- (B) A hangar may be constructed on part or entirely on one of the contiguous Lots. Such a hangar, however, may only be for the private use of the owner of the contiguous Lot on which a dwelling is constructed.
- (C) Except for certain contiguous Lots identified in Article XI, Section 4 of the By-Laws, contiguous Lots will be considered as separate Lots for fee Assessment purposes.
- (D) The owner of two or more contiguous Lots may separate and sell a Lot on which a hangar is constructed only if there is room on the Lot for a dwelling that meets all of the construction and set back requirements specified in this and other Airpark documents. Should such a Lot be sold the use of the hangar for any purpose other than the temporary storage of construction materials for construction of the dwelling is prohibited until the dwelling is completed and issued a Certificate of Occupancy. Any sales agreement documenting such a sale shall specify this restriction.

5.5 Subdivision or Combination of Lots

No Lot shall be subdivided or its boundary lines changed except with the consent of a majority of the Association Membership. Every agreement and recorded instrument for the combination of Lots shall make adequate provisions for the adjustment of voting rights and liability for payment of Assessments imposed upon such Lots. Whether combined or unchanged, each Lot shall be conveyed, transferred, gifted, devised, bequeathed, encumbered or otherwise disposed of, as the case may be, with all rights and interests created by law or this Declaration, including the membership in the Association and all the rights thereof.

5.6 Commercial Businesses

- (A) 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, taxiway and easements.
- (B) This section does not exclude an in-home office for conducting a private business, but does exclude any activity that might create an unreasonable increase in air, street or foot traffic or otherwise disturb the residential nature of the Airpark.

5.7 Indivisible Common Area

- (A) The Common Area is owned by the Association and no Lot Owner shall bring any action for partition of the Common Area by acceptance of a deed or other instrument of conveyance or assignment.

- (B) Any Lot Owner who shall institute or maintain any such action shall be liable to the Association, and hereby agrees to reimburse the Association for its costs, expenses and reasonable attorney's fees in defending any such action.

5.8 General Construction Regulations

- (A) No dwelling, hangar, other building or Improvement shall be erected, placed or altered, nor any external construction or installation of any type begin on any Lot until construction specifications, have been submitted to the ARC and approved by the Board of Directors at least thirty (30) days prior to the start of construction. These specifications must include location drawings of all buildings on the Lot with references to the property lines.
- (B) The construction of a dwelling or hangar will require detailed construction plans, elevation drawings and color choices. External colors must be compatible with those used on dwellings already existing in the Airpark.
- (C) The level of detail required in the specifications for any other Improvement will be determined by the ARC based on the nature of the project.
- (D) The construction documents shall be reviewed by the ARC as to location, quality and type of construction materials, harmony of topography, finish grade elevation and color choice.
- (E) Any member of the ARC or Board of Directors shall have the right to enter at any time into any new house, hangar, garage, or out-building under construction or to enter onto a Lot on which an existing dwelling, hangar or out building is being modified to verify that the construction is in keeping with the plans and/or the specifications submitted and approved. The ARC or Board of Directors does not have the right to enter into a dwelling, hangar or out-building that has a Certificate of Occupancy from Rowan County without the permission of the resident of that dwelling.
- (F) No out-building or airplane hangar, or any portion thereof, shall be used as a primary residence for anyone, in any manner.

5.9 Construction Regulations for a Dwelling

- (A) In order to meet North Carolina State waste water operating permit requirements a dwelling connected to the community waste water system shall be limited to three (3) bedrooms.
- (B) A single floor dwelling on a Lot shall have a minimum of 1300 square feet of heated living area. A two story dwelling shall have a minimum of 800 square feet of heated living area on the first floor and a combined total of no less than 1500 square feet of heated living area on both floors.

- (C) No dwelling can be more than two (2) floors of living area above ground level. The attic area of a two-story dwelling cannot be used for living or recreational purposes; it can be used for storage purposes. There can be no permanent, non-collapsible staircase into the attic space of a two-story dwelling.
- (D) The roof of a two-story dwelling shall be as low as aesthetically possible so the attic area does not appear to be a third floor.
- (E) A basement, constructed entirely below ground level is not considered a floor or story.
- (F) Each dwelling shall include space for parking a minimum of two (2) automobiles within an enclosed garage. The garage must be completed prior to occupancy of the dwelling unless approved by the Board of Directors.
- (G) Each dwelling connected to the community waste water system shall have a septic tank with a minimum capacity of fifteen hundred (1500) gallons

5.10 Construction Regulations for Hangars and Other Out-buildings

- (A) All structures other than the single family dwelling shall conform in both style and design to the dwelling structure. The exterior of any hangar or out-building must be compatible with the adjoining dwelling unit and constructed of the same or compatible materials.
- (B) Hangars may be detached from or attached to the dwelling in accordance with the local building regulations. All hangars and out buildings shall be fully enclosed, permanent structures.
- (C) A hangar or other out-building cannot be erected on any Lot prior to the construction of the main dwelling.

5.11 Location of Improvements

- (A) In order to assure that all Improvements will be located with regard to the topography of each individual Lot, taking into consideration the elevation contours of the Lot, the location of adjoining dwellings, and similar considerations, the Board of Directors, based upon the recommendation of the ARC has the right to decide the site and location of any structures, Improvements, and utilities on all Lots within the Airpark.
- (B) The Board of Directors will provide the Lot Owner with the opportunity to recommend a specific site, and will make every possible effort to accommodate the wishes of the Lot owner.

5.12 Construction Material

- (A) Unless specifically approved by the Board of Directors, all structures constructed or placed on any Lot shall be built of substantially new material.
- (B) No used structures shall be relocated or placed on any Lot without approval of the Board of Directors.
- (C) The exterior surface of a dwelling, hangar or other out-building shall be wood siding, shingles or shakes, vinyl siding, brick, stone, stucco or fiber cement lap siding (such as HardiePlank) or any combination of these.
- (D) No dwelling shall have an exterior surface composed of asbestos siding, exposed cinder block or other similar material or sheet metal siding of the type used on aircraft hangars (sheet metal siding is allowed on hangar doors).

5.13 Kind of Dwelling

- (A) No mobile homes of any kind, single or double wide or any home having the same general appearance, shall be permitted on any Lot. It is recognized, however, that the purpose of these restrictions is to preserve and enhance the appearance of the community. Therefore the Board of Directors will examine the "value to the community" rather than just the construction technique to render a decision on the acceptability of each proposed structure.
- (B) No building or structure of a temporary nature: trailer, tent, shack, garage or other out-building designed to be used as a residence shall be erected or maintained on any Lot at any time.
- (C) No building shall be permitted on any Lot unless it is erected on a solid foundation of concrete, brick or masonry from the ground level to the first floor level.

5.14 Driveways, Taxiways, Walkways and Culverts

- (A) Driveways, taxiways and walkways on any privately owned Lot which connects to Aviation Lane, Fine Street, the taxiways or the Runway shall be constructed of concrete, asphalt, brick or other suitable hard-top surface with a minimum thickness of three and one half (3-1/2) inches or as approved by the Board of Directors.
- (B) If any driveway or taxiway is to cross a drainage ditch, the owner will be required to install, at his expense, all necessary culverts and covering. Prior approval by the Board of Directors is required for the design and installation of culverts and all connections across Common Areas to roads and runway.

5.15 Drainage

- (A) No owner shall do or permit any work, construct any Improvements, place any landscaping or permit the existence of any condition which shall alter or interfere with the drainage pattern of Airpark property, except to the extent such alteration and drainage pattern is approved by the Board of Directors.
- (B) The Board of Directors with the approval of a majority of the Membership has the right to alter or change the Airpark drainage patterns.
- (B) Each Lot Owner shall take whatever steps necessary to prevent rain water runoff from being directed onto neighboring properties.

5.16 Continuity of Construction

- (A) The construction of all new buildings, or Improvements to existing buildings on a Lot, must be completed insofar as the exterior finish is concerned within eighteen (18) months from the date construction starts. The Board of Directors may extend this requirement only if construction delays have been caused by unforeseen circumstances.
- (B) Within one (1) year after the issuance of a Certificate of Occupancy or the completion of construction of any Improvement on an existing structure the Lot owner shall have his property sown in grass, sod or ground cover.
- (C) The construction of any other Improvements upon a Lot approved by the Board of Directors must be completed within eighteen (18) months after the date construction of that Improvement has commenced.

5.17 Reconstruction of Damaged or Destroyed Structures

Any building on any Lot which is destroyed in whole or in part must have all debris from such building removed and the Lot restored to the condition it was prior to construction of the original building within a reasonable amount of time, but in no case longer than twelve (12) months from the date of such destruction.

5.18 Construction Traffic

- (A) Except for the streets, construction traffic is prohibited on the Common Area e.g. the runway and taxiways.
- (B) The Lot Owner is liable for any excessive damage to the Common Area as determined by the Board of Directors caused by construction traffic associated with his Lot and is financially responsible for any necessary repairs.

- (C) Lot Owners shall specifically include a clause in their construction contracts prohibiting contractor equipment from entering the Common Area other than the streets and specifically point out the prohibited Common Area to the contractor.
- (D) Contractors must sign the "Contractor Rules", a copy of which will be retained by the Secretary of the Association.
- (E) Contractor equipment, machinery and vehicles must abide by the rules governing vehicle parking laid out in this Declaration.

ARTICLE VI: GENERAL CONDITIONS AND RESTRICTIONS

6.1 Impediments affecting aircraft traffic

- (A) Whether or not specifically mentioned in any of the provisions of this Declaration or in any of the other Airport Documents, no naturally occurring object can remain in place nor any man-made object be placed in any location that would be an impediment or a potential danger to aircraft movement either on the ground or in the air.
- (B) The determination that an object is an impediment or potential danger to aircraft traffic is the sole responsibility of the Board of Directors.
- (C) Once notified by the Board of Directors that an object has been identified as an impediment or potential danger to aircraft traffic, a Lot Owner must remove said object immediately. If the Lot Owner does not remove the object, the Board of Directors has the authority to arrange for its removal and any costs incurred will be charged to the Lot Owner.

6.2 Lot Maintenance

- (A) All Lot Owners are obligated to keep their Lots, whether occupied or unoccupied, free of tall grass, dead, diseased or decaying trees, weeds, trash, rubbish, and debris and keep all Lots in a neat and attractive condition.
- (B) All Improvements erected on any Lot shall be maintained in a clean, neat and orderly condition and in a good state of maintenance and repair.
- (C) If any Lot Owner fails to comply with the requirements in this Section:
 - (1) the Lot Owner shall be notified and offered a chance to remedy the problem as soon as practical but no later than thirty (30) days from the notification.
 - (2) if the problem is not resolved to the satisfaction of the Board, the Board of Directors and its agents have the right to enter upon any unimproved Lot with

tractors or other suitable equipment for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, applying insecticides or removing any trash that has collected, which detracts from the overall beauty, setting and safety of the Airpark.

- (a) This entry shall not be considered trespass.
- (b) The provisions of this paragraph shall not be construed as an obligation on the part of the Board of Directors to maintain the appearance of any Lot.
- (c) Any costs incurred by such action taken by the Board of Directors will be charged to the Lot Owner and payable within thirty (30) days.

6.3 Sewage

- (A) Each Lot Owner who is connected to the community waste water system is responsible for the emptying, cleaning and reconditioning of his septic system every seven (7) years or sooner if detectable odors exist. Lot Owners shall provide documentation of septic tank service to the Secretary of the Association.
- (B) No discharge, overflow, or accumulation of sewage effluent from any septic tank, drain field or other similar container shall be permitted to any extent on any Lot. An individual Lot Owner is responsible for any costs to clean up any sewage spills and for any fines levied by the County or State.

6.4 Disposal of Toxic Materials

Disposal of any substances which may be considered toxic or environmentally sensitive on any airpark property is prohibited. Disposal of any substances which may contaminate the ground water of this subdivision or the surrounding area is prohibited. These substances include, but are not limited to, paints, solvents, cleaning fluids, paint strippers, fuel and oil.

6.5 Unsightly Materials

- (A) No rubbish, garbage, debris, junk, leaves, grass clippings or unsightly material shall be deposited or allowed to remain on any Lot at any time with the exception of building materials during the course of construction on the site.
- (B) During construction, contractors are required to maintain the property in a clean and orderly manner and take appropriate steps to prevent trash from blowing onto adjacent Lots.
- (C) Except during construction, all rubbish, waste, or garbage shall be kept in sanitary containers not visible to neighbors.

- (D) Under no conditions shall the use of incinerators or burning of rubbish, waste, or garbage be allowed except during the construction phase. This is not intended to prohibit the occasional burning of leaves, tree limbs, grass or underbrush, etc. during normal seasonal clean-ups.

6.6 Hazardous Activities

- (A) Nothing shall be done or kept on any Lot or in the Common Area which would be in violation of any law, or would endanger the lives or property of any Airpark resident.
- (B) Nothing shall be done or kept on any Lot or in the Common Area which would increase the cost, or result in the cancellation of insurance on the Common Area or any other Lot without the written approval of the Board of Directors.

6.7 Nuisance

No activity of a noxious or offensive nature to the Membership shall be conducted upon any Lot or in any dwelling nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6.8 Outside Toilets

Outside toilets or privies are prohibited, except where required during the construction of a principal dwelling, hangar or out-building.

6.9 Safety of Children

Children shall be the direct responsibility of their parents, legal guardians or adult family member, including full supervision of them while within the Airpark and including full compliance by them with this and all other rules and regulations of the Association. All children under twelve (12) years of age must be supervised by a responsible adult when entering and or utilizing the facilities of the Airpark.

6.10 Animals

- (A) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. However, household pets such as dogs and cats may be kept for family pleasure but not for commercial purposes and only to the extent that they do not pose a hazard or cause a nuisance.
- (B) All animals kept on any Lot shall be adequately confined by a fence or other appropriate restraint. This restraint should be at the farthest possible point from adjoining properties.
- (C) All appropriate measures must be taken by the Lot Owner to eliminate and prevent offensive odors and any unsightly accumulations from said animals.

(D) Noisy animals, such as incessantly barking dogs are not allowed and must be removed from the Lot if so directed by the Board of Directors.

(E) No pet shall be permitted outside of its owner's Lot unless attended by an adult or a child at least twelve (12) years of age and said pet must be on a leash or otherwise under the control of its owner.

(F) At no time are any unattended pets allowed in the vicinity of the runway or taxiways.

6.11 Noise

No owner shall make or permit any disturbing noises from his Lot by himself or anyone on his Lot, nor permit any conduct by any person that will interfere with the rights, comforts or convenience of other owners.

6.12 Vehicle Parking

(A) No automobile, aircraft or other vehicle of any kind shall be parked and left unattended:

- 1) within twenty (20) feet of the edge of any street or taxiway,
- 2) within fifty (50) feet of the edge the runway,
- 3) on any of the taxiways, streets, easements or rights-of-way, except as permitted by the Board of Directors.

(B) No boat, camper or motorhome of any size may be parked permanently in front of a dwelling, hangar or outbuilding.

(C) No commercial vehicles shall be parked overnight in the Airpark without the consent of the Board of Directors.

6.13 Storage of Vehicles and Parts

Storage of wrecked, junked, non-functional, dismantled, disabled or unlicensed vehicles of any kind, or parts thereof, is allowed only in an enclosed building.

6.14 Fuel Storage

(A) Storage of flammable, combustible or explosive fluids, chemicals or substances is allowed but only if stored in a container approved for such use.

(B) Propane tanks shall be placed or concealed so as to not be readily visible from the street.

6.15 Fences or Hedges

Fences or hedges may be installed only with the approval of the Board of Directors. The placement of fences or hedges along (a) the front of a Lot, (b) any taxiway or (c) the runway, is subject to the same setback requirements specified for dwellings and other buildings. There are no placement restrictions for fences or hedges installed along interior property lines. In no event shall any fence exceed six (6) feet in height.

6.16 Signs

(A) Any sign of any type must be approved by the Board of Directors before being erected, pasted, posted, or displayed upon or about any Lot except for:

- 1) a maximum of two standard real estate "for sale" signs, not to exceed eighteen (18) by twenty-four (24) inches each,
- 2) sign(s) to advertise a garage or yard sale. Such signs may not be displayed earlier than forty-eight (48) hours prior to the event and must be removed within twenty-four (24) hours after the event,
- 3) signs used by a builder during construction, but such signs cannot be larger than two (2) feet by three (3) feet.

(B) The Board of Directors shall have the right, in its sole discretion, to prohibit or to restrict and control the size, construction, material used, wording, location and height of all signs and may summarily remove all unauthorized signs. No signs shall be attached to any tree or shrubbery. All signs except those identified in paragraph 3 above must be professionally lettered. No political signs of any kind are allowed on the Common Area. Political signs may be displayed on private property but must not be placed any closer than twenty (20) feet to any road. No political signs are allowed along any taxiway or the Runway.

6.17 Flag Poles

Permanently installed flag poles are permitted, provided the height and location of the pole on the Lot is approved by the Board of Directors.

6.18 Antennas

Radio or television aerial or antenna, excluding TV satellite dishes mounted on a dwelling or hangar, or any other external electronic equipment or devices may be installed on the exterior of any structure with approval by the Board of Directors. Said antenna or equipment shall be subject to FAA and FCC regulations concerning electrical interference and obstructions placed in the vicinity of airports. Setback requirements for antennas shall be same as for buildings.

6.19 Utility Lines

All electrical, telephone, cable, water or other utility lines shall be run underground.

6.20 Outdoor Lighting

One or more hospitality light poles, of a design approved by the Board of Directors, may be located within the front yard of any owner's property. Setback requirements for light standards shall be same as for buildings. Any outdoor lighting installed by a Lot Owner shall be of a nature and type so as not to present a hazardous or confusing condition for taxiing aircraft or night air operations or create a nuisance to any other Lot Owner.

6.21 Mail Boxes

No mail boxes are allowed on Aviation Lane or Fine Street other than the cluster boxes provided by the Association.

6.22 Swimming Pools

Swimming pools are allowed subject to approval by the Board of Directors. However, no permanent above ground swimming pools may be placed, maintained or kept on any Lot. Each Lot Owner is solely responsible for maintaining the security and safety of any pool area on their property. Spas and hot tubs are permitted.

6.23 Artificial Vegetation, Exterior Sculpture, Lawn Ornamentation, Etc.

The Board of Directors has the authority to require the removal of any lawn ornamentation which, in its sole discretion is considered offensive or not in keeping with the standards of the community.

6.24 House Numbers

- (A) Each dwelling shall display a house number sign. The minimum acceptable sign is the standard 4 inch-high sign, provided by the local fire department and placed on the front of the dwelling or in the front yard per Rowan County ordinance.
- (B) A house number sign other than the standard four (4) inch high number sign will be allowed but must be approved by the Board of Directors before it is installed.
- (C) If the house number sign is not attached to the dwelling, the location and type of standard for this sign must be approved by the Board of Directors.

6.25 Restrictions on Rentals

- (A) A Lot owner renting or leasing a home on the Airpark must provide tenants with a copy of the Covenants and Association Rules. The rental or leasing agreements must contain a provision that the tenant agrees to abide by the provisions of those documents
- (B) Any rental agreement or lease for a dwelling must include violations of the provisions of the Airpark Documents as a condition for immediate termination of the agreement or lease and eviction of the tenant.
- (C) A hangar, other out-building or tie-down space cannot be rented or leased under a separate rental or lease agreement, or provided for free, to any person who is not a Lot Owner or resident of the Airpark.
- (D) Upon notification by the Board of Directors that a tenant is in violation of the Airport Documents, a Lot Owner must move to evict the tenant with all possible speed using any and all means legally permissible.
- (E) A Lot Owner who fails to properly word the rental agreement or lease or who fails to act or is slow to act against such a tenant will incur the fines applicable to the violations, as if he had committed the violations himself.

6.26 Garage Sales

Garage sales are allowed with the permission of the Board of Directors. Any resident holding a garage sale will be required to provide positive measures to prevent runway incursion and to restrict parking along roads and taxiways.

6.27 Community Waste Water System

- (A) The community waste water system is not available to Lots 46, 47, 48, 49 and 50 (parcel IDs 543 084, 543 085, 543 086, 543 087, 543 088 respectively). Each of these Lots is provided with a separate plot of land to be used as a septic drainage field.
- (B) The system is available to all other Lots on the Airpark but only to the extent allowable under the state issued operating permit.

ARTICLE VII: AIRCRAFT OPERATIONS

7.1 Community Aircraft Parking Area

- (A) Transient aircraft are allowed to tie down on the Common Area on the north side of Aviation Lane in the grass next to the picnic pavilion. Residents should advise any guests that this area is unimproved and taxiing and parking is at the pilot's risk.

- (B) The security of all aircraft parked and left unattended in the Common Area is the sole responsibility of the aircraft owner or pilot. All parked aircraft must be securely tied down.

7.2 Lot Owner's Hangar and/or Tie-Downs

- (A) The airplane hangar and/or tie-down space on each lot shall be limited to the private use of the resident, another Lot owner or invited guests. However a guest's aircraft may not stay at the airpark for more than two (2) weeks without approval of the Board of Directors.
- (B) A tied-down aircraft must be in an airworthy condition as defined by current Federal Aviation Regulations (FAR's) except as permitted by the Board of Directors.
- (C) In the event that a resident or Lot Owner is a partial owner of an aircraft, only the resident or Lot owner can operate that aircraft out of the airpark.

7.3 Run-ups

Testing of engines within the Airpark, other than pre-flight run-ups, shall be limited to the hours between 7:00 am and 9:00 pm. But in any event a "run-up" shall not be done in such a manner as to cause inconvenience or damage to the property of others. Testing of aircraft smoke systems on the ground is not allowed.

7.4 Aircraft size and type

- (A) No aircraft with a gross weight exceeding 6,000 lbs. may operate on the taxiways, streets, easements, and runway without permission of the Board of Directors. The aircraft owner's manual will be the source of the aircraft weight, however, if no owner's manual is available, "Jane's Encyclopedia of Aviation" or equivalent reference manual may be used.
- (B) Alterations to the airpark will not be made to accommodate individual aircraft unless approved by the Board of Directors. Such approval will be at the sole discretion of the Board of Directors. No Lot Owner has the right to require the Association to make such alterations.

7.5 Aircraft right-of-way

Moving aircraft shall have the right of way at all times. Automotive traffic must yield at all taxiways crossings and on dual-purpose streets.

ARTICLE VIII: CONTROL OF THE COMMON AREA AND AIRCRAFT OPERATIONS

8.1 Complaints

Lot Owners, their heirs, successors or assigns relinquish any right to complain, object or take legal remedies to stop non-commercial aviation-related activities in the Airpark.

8.2 Controlling Authority for the Common Area and Aircraft Operations

The Board of Directors with the approval of the members shall make rules and regulations relative to the Common Area and air traffic patterns around the Airpark, and their use, to the extent allowed by the FAA, which will be applicable to each and all Lot Owners. These rules and regulations shall be published and distributed to all applicable parties.

8.3 Access to the Common Area

The Board of Directors may prohibit the use of the Common Area, including the taxiways and runway by any Lot Owner who:

- a) is in default in the payment of any Assessment or fine, or
- b) in its judgment uses the Common Area in a negligent manner or in a manner harmful to the rights of others, or
- c) in general, violates the published rules and regulations of the Association.

ARTICLE IX: INSURANCE

9.1 Insurance Coverage for Liability for the Common Area

The Association will obtain and maintain a comprehensive policy of public liability insurance covering the Association, its Board of Directors and its Membership for all liability for property damage, bodily injury or death in connection with the operation, maintenance and use of Common Areas within Gold Hill Airpark. The Board of Directors shall have the authority and obligation to obtain and maintain this insurance.

9.2 Insurance Coverage for Individual Lot Owners

The Association will not provide insurance coverage of any type for individual Lot Owners. It shall be the responsibility of each individual Lot Owner to obtain, as he sees fit, insurance to cover property damage, liability and medical expenses for his Lot, home, hangar, out-buildings, boats and vehicles.

9.3 Aircraft Liability Insurance

- (A) Every owner or user of an aircraft of any type which uses Gold Hill Airpark to land and take off shall purchase and maintain liability insurance coverage.

(B) Proof of insurance must be provided to the Board of Directors upon request.

ARTICLE X: ASSESSMENTS AND FINES

10.1 Creation of a Lien and Personal Obligation for Assessments and Fines

(A) Each Lot owner, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed, agrees to pay to the Association:

- 1) Annual Assessments or charges as provided in this Declaration for the purpose of funding the maintenance and utility services funds.
- 2) Special Assessments.
- 3) Fines which may be assessed against a Lot Owner for violations of the provisions of the Airpark Documents.

(B) The Annual Assessments, Special Assessments and fines, together with interest, costs and reasonable attorney's fees, shall be charged upon the land and shall be a continuing lien upon the Lot against which each such Assessment is made until it is paid.

(C) In addition, each such Assessment and/or fine, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of such Lot at the time the Assessment fell due.

10.2 Purpose of Assessments

The Assessments levied by the Association shall be used exclusively to enhance the value of the Airpark and for the improvement and maintenance of the Common Area, including but not limited to:

- a) keeping the Common areas clean and free from debris and maintaining any amenities located thereon in a clean and orderly condition,
- b) maintaining the landscaping on Common Areas including any necessary removal and replacement of landscaping,
- c) repairing, replacing and providing additions to the Improvements,
- d) paying all taxes levied against the Common Areas and any properties owned by the Association,
- e) installing and maintaining any light fixtures along the runway, streets and taxiways in the Airpark,
- f) erecting and maintaining signage,
- g) paying the premiums on all hazard and public liability insurance carried by the Association on the Common Areas,
- h) providing and maintaining the common Waste Water Treatment facilities,
- i) providing garbage removal services,
- j) paying utility usage fees
- k) maintaining reserve funds.

10.3 Date of Commencement of the Annual Assessment

The Annual Assessment shall commence for all Lots on January 1st of each calendar year. Upon the sale of a Lot to a new owner, the Annual Assessment shall commence on the first day following the date of sale. The first Assessment to a new owner shall be prorated for the remainder of the calendar year.

10.4 Calculation of the Annual Assessment

- (A) The Board of Directors shall prepare a budget each year estimating the Association's expenses for the next calendar year and an estimate of the Assessment to be charged each Lot Owner.
- (B) Each budget shall include funds for:
 - 1) establishing and maintaining reserves for periodic repairs, replacement and maintenance of the Improvements on the Common Area,
 - 2) taxes, capital improvements, and deficiencies in the prior year's budget, and
 - 3) any other purposes identified by the Board of Directors.
- (C) This budget shall be distributed to the Association Members at the Association's Annual Meeting each year and must be approved by a majority vote of the Members at that meeting as specified in the By-Laws.

10.5 Special Assessments

The Board of Directors may recommend Special Assessments to the membership. Notice of any proposed Special Assessment must be sent to each owner at least thirty (30) days prior to a Special Meeting or the Annual Meeting of the Members at which the Special Assessment will be voted upon. Adoption of a Special Assessment requires a majority vote of the members attending the Special or Annual meeting who make up a quorum as specified in the By-Laws.

10.6 Uniform Rate of Assessment

- (A) Both Annual and Special Assessments must be fixed at a uniform rate for all Lots as specified in the By-Laws. However:
- (B) Lot Owners whose property is undeveloped and do not have their residence on the Lot, will not be assessed for direct costs (utility usage fees) budgeted in the Annual Assessment for utility or other services provided to Lot Owners who reside in Gold Hill Airpark.
- (C) Lot Owners of Lots 46, 47, 48, 49, 50 (parcel IDs 543 084, 543 085, 543 086, 549 087 and 543 088 respectively) which are not entitled to access to the community waste water system will not be assessed for direct or fixed costs for sewer service.

10.7 Lot Owner Liability

No Lot Owner may excuse himself from liability or make a claim for the diminution or abatement of any Assessment for any reason.

10.8 Fines

- (A) The Board of Directors has the authority to levy monetary penalties (fines) against a Lot Owner for any violations of the provisions of this Declaration or other Airpark Documents.
- (B) Fines may be levied for a specific act by a Lot Owner (e.g. parking a vehicle on a taxiway). The fine for such a violation shall be imposed for each occurrence. Fines for such acts are intended to encourage compliance and not to raise funds or punish a one-time transgression. Therefore, fines will be imposed only if the violation occurs again after a written warning is given to the Lot Owner that the specific act is a violation.
- (C) Fines may also be levied for an ongoing violation (e.g. not completing construction within eighteen (18) months. The fine for such a violation shall be on a per diem basis for each day the Lot Owner remains in violation. Fines will be imposed only after a written warning to the Lot Owner that he is in violation and the Lot Owner is given a time period in which to correct the violation.
- (D) The amount of the fines and the procedures for imposing fines shall be specified in the By-Laws of the Association and/or the Association Rules.

10.9 Effect of Non-payment of Assessment or Fines

- (A) Any Annual or Special Assessment or fine which is not paid within thirty (30) days of its due date shall be considered delinquent.
- (B) In the event that an Assessment or fine becomes delinquent, the Board of Directors may, in its sole discretion, take any or all of the following actions:
 - 1) In the case of a Special Assessment for which a bank loan is created, assess a late payment penalty of fifty (50) dollars plus an interest charge of one and one-half (1½) percent for each thirty (30) day period of delinquency,
 - 2) In the case of any other Assessment or fine, assess a monthly interest charge of one and one-half (1½) percent beginning with the month the payment is delinquent,
 - 3) Suspend the voting rights of the Lot Owner during any period of delinquency,
 - 4) Require any and all other Assessments and fines for the fiscal year in question to be paid immediately,
 - 5) File a statement of lien with respect to the Lot,

- 6) Foreclose on the Lot as set forth in the By-laws,
 - 7) Take whatever legal actions that are available to recover any amounts owed to the Association from any other assets held by the Lot Owner.
- (C) In a foreclosure action, the Association shall be entitled to recover interest, costs and reasonable attorney's fees with respect to the action.

10.10 Successor's Liability for Assessments and Fines

- (A) In addition to the personal obligation of each Lot Owner to pay all Assessments and fines and the Association's perpetual lien for such Assessments and fines, all successors to the fee simple title of the Lot, except as provided in Section 10.11 below, shall be jointly and severally liable with the prior Lot Owner for any and all unpaid Assessments, interest, late charges, cost, expenses and attorney's fees against such Lot.
- (B) The successor's right to recover from any prior Lot Owner any amounts paid by such successor shall not be prejudiced.
- (C) The liability of a successor shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Lot. In addition, such successor shall be entitled to rely on the statement of the status of the Assessments and fines issued by the Association.

10.11 Subordination of the Lien

- (A) The lien for unpaid Assessments or fines shall subordinate to the lien of any first mortgage. The lien for unpaid Assessments or fines shall be superior to and prior to any homestead exemption provided now or in the future by the laws of the State of North Carolina.
- (B) No sale or transfer of any Lot pursuant to a decree of foreclosure for the purpose of enforcing a first mortgage shall extinguish the lien for such Assessments or fines as to installments which become due prior to such sale or transfer.
- (C) Any unpaid Assessments, fees, penalties, monies due or liens in effect prior to the adoption of this Declaration shall remain in effect and payable to the Association until full payment is received.

10.12 Exempt Property

No property located within Gold Hill Airpark, other than the Common Area, shall be exempt from the Assessments, charges, fines and liens created under this Declaration.

10.13 Statement of Status of Assessments

- (A) Within ten (10) days from receipt of a written notice to the Treasurer of the Association and the Lot Owner, a mortgagee or prospective purchaser of a Lot shall be furnished a statement of the status of the account for that Lot setting forth:
 - 1) The amount of any unpaid Assessments, fines, interest, late charges, costs, expenses and attorney's fees then existing against a particular Lot.
 - 2) The amount of the current Annual Assessment, any Special Assessments and any fines and the date through which they are paid.
 - 3) Any other information deemed proper by the Association.
- (B) A mortgagee shall be entitled to pay any delinquent Assessments or fines and obtain a release from any lien imposed.

10.14 Failure to Assess

- (A) The omission or failure of the Board of Directors to fix the Annual Assessment amount or to deliver or mail to each Lot Owner an Assessment notice shall not be deemed a waiver, modification or release of any owner from the obligation to pay the Assessment.
- (B) In such an event, an affected Lot Owner shall continue to pay Annual Assessments on the same basis as for the last year until a new Assessment is made. When that occurs, any shortfalls in collections may be assessed retroactively by the Association.

ARTICLE XI: ADOPTION, DURATION AND AMENDMENT

11.1 Adoption

This Declaration will be adopted and become effective as provided by the Declaration of Covenants and Restrictions which run with the land of Gold Hill Airpark, Morgan Township, Rowan County, North Carolina as filed on September 21, 2005 and recorded in the office of the Rowan county Registrar of Deeds, Book 1046, Page 633, upon approval of seventy-five (75) percent of the Lot Owners whose property is subjected to the rules, regulations, conditions and covenants herein described.

11.2 Term

The covenants and restrictions of this Declaration shall run with and bind the Property, shall take effect, and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty five (25) years from the date this Declaration is recorded. After that time they shall be automatically extended for successive periods of ten (10) years, unless a change, in whole or in part is made in writing, approved by seventy-five

(75) percent of the Lot Owners, is recorded at the office of the Rowan County Registrar of Deeds.

11.3 Amendments

- (A) Amendments to this Declaration may be adopted upon approval by seventy-five (75) percent of the Lot Owners.
- (B) Any dwelling, hangar, garage, out-building or other Improvement which is complete or for which plans have been approved by the Board of Directors at the time of the adoption of an amendment shall not be rendered nonconforming by the adoption of any amendment
- (C) Any amendment adopted shall become effective when a certificate thereof, executed with the formality of a deed, is recorded in the Public Records of Rowan County, North Carolina.
- (D) No amendment may remove, revoke or modify any right or privilege of the Association as specifically provided for in this Declaration or Amendments hereto without the written consent of the Association or the assignee of such right or privilege. Any amendment must be duly recorded in the Public Records of Rowan County, North Carolina.

11.4 Effective on Recording

Any modification or amendment shall be immediately effective upon recording in the Public Records in Rowan County, North Carolina, a copy of such amendment or modification, executed and acknowledged by the necessary number of Members together with a duly authenticated Certificate of the Secretary of the Board stating that the required number of consents of Members was obtained and are on file in the office of the Association.

11.5 Revocation

This Declaration shall not be revoked except as provided in Article XIV regarding total condemnation without the consent of all of the Lot Owners in a written instrument duly recorded.

ARTICLE XII: ENFORCEMENT OF COVENANTS

12.1 Violations Deemed a Nuisance

Every violation of this Declaration or any of the other Airpark Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed by law or in equity against anyone in violation of these Covenants shall be available to the Board of Directors.

12.2 Compliance

Each Lot Owner or other occupant of any part of the Airpark property is required to abide by and will benefit from, the provisions, covenants, conditions and restrictions contained in this Declaration and other Airpark Documents.

12.3 Failure to Comply

- (A) In the event the owner or occupant of any Lot shall fail to comply with any of the provisions of the Airpark Documents, that failure shall be considered a violation. That failure shall be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both.
- (B) The remedies for such violation are set out under Article XV: Enforcement of By-Laws, Covenants and Restrictions in the Gold Hill Airpark Home Owners Association By-laws.
- (C) In addition to the remedies set forth in the Airpark Documents, any violation of the Airpark Documents shall give the Board, on behalf of the Association, the right to enter upon the offending premises or take appropriate peaceful action to abate, modify or replace, at the expense of the offending Lot Owner, any structure, thing or condition that may exist contrary to the interest and meaning of the Airpark Documents.
- (D) If the offense occurs on any easement, walkway, Common Area or the like, the cure shall be at the expense of the Lot Owner or other person responsible for the offending condition.

12.4 Who May Enforce

Any action to enforce the provisions of the Airpark Documents may be brought by the Board of Directors within a reasonable amount of time on behalf of the Lot Owners. If, after a written request from an aggrieved owner, the Board does not commence an action to enforce the Airpark Documents, then the aggrieved owner may bring such action at his expense.

12.5 Non-exclusive Remedies

All the remedies set forth herein are cumulative and not exclusive.

12.6 No Waiver

The failure of the Board of Directors, the ARC or any aggrieved owner to enforce the provisions of the Airpark Documents shall not be deemed a waiver of the right to do so

for subsequent violations or of the right to enforce any other part of the Airpark Documents.

12.7 No Liability

No member of the Board of Directors, the ARC or any Lot Owner shall be liable to any other Lot Owner for the failure to enforce any of the Airpark Documents.

12.8 Recovery of Costs

If legal assistance is obtained to enforce any of the provisions of the Airpark Documents, the Association shall be entitled to recover all costs incurred by it in such action, including reasonable attorney's fees, or if suit is brought, as may be determined by the court.

ARTICLE XIII: PRINCIPLES OF INTERPRETATION

13.1 Severability

This Declaration, to the extent possible, shall be construed to give validity to all of its provisions. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

13.2 Construction

In interpreting words in this Declaration, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

13.3 Headings

The headings are included for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

13.4 Registration of Mailing Address

(A) Each Lot Owner shall provide his current mailing address and email address to the Secretary of the Association.

(B) Notices and demands intended to be served upon or given to a Member shall be personally delivered or sent by mail, addressed in the name of the Member to the mailing address on file with the Secretary or sent by email to the email address on file with the Secretary of the Association.

13.5 Notice

- (A) All notices to members shall be in writing and may be delivered by email or US Postal Service (USPS).
- (B) Notice to any Member shall be considered delivered and effective upon personal Delivery; three (3) days after posting when sent by USPS first class mail to the address of such Member on file in the records of the Association at the time of such mailing; three (3) days after transmission by email.
- (C) Notice to the Board, the Association, or the ARC shall be considered delivered and effective upon personal delivery; three (3) days after posting, when sent by USPS first class mail, to the Board, the Association, or the ARC at such address as shall be established by the Association and published to the Members; three (3) days after transmission to any member of the Board of Directors or ARC by email.

13.6 Waiver

- (A) No failure on the part of the Association, the Board or the ARC to give notice of default or their delay in exercising any right or remedy shall be considered a waiver.
- (B) No waiver approved by the membership shall be effective unless it is in writing, signed by the President or Secretary of the Board on behalf of the Association.

13.7 Limitation of Liability on Indemnification

- (A) The Association shall indemnify every officer, director and committee member against any and all expenses, including trial and appellate attorney's fees and costs reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director.
- (B) The Officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct or bad faith. The Officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).
- (C) The Association shall indemnify and forever hold each Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former Officer or Director, may be entitled. The Association shall, as a common expense, maintain adequate general liability insurance and Officers' and Directors' liability insurance to fund this

obligation, if such insurance is reasonably available.

13.8 Conflicts between Documents

In case of conflict between this Declaration, the By-Laws, or the Association Rules, this Declaration shall control.

13.9 Indemnity for Damages

Each and every Lot Owner and future Lot Owner, in accepting a deed or contract for any Lot subject to these restrictions, agrees to indemnify the Association for any damage caused by such Lot Owner, or his contractor, agent or employees, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines, or other utilities such as telephone, cable television, electricity or gas lines.

ARTICLE XIV: CONDEMNATION

14.1 Rights of Owners

Whenever any part or all of the Common Area shall be taken by any authority having the power of condemnation or eminent domain, or conveyed to such authority by the Board of Directors in lieu of and under threat of condemnation, each Member shall be entitled to notice of the taking. However, the Association shall act as attorney-in-fact for all Members in the condemnation proceedings, unless otherwise prohibited by law.

14.2 Partial Condemnation, Distribution of Award, Reconstruction

The award made for such taking shall be payable to the Association as trustee for all Members and will be disbursed as follows:

- 1) If the taking involves a portion of the Common Area on which improvements have been constructed, the Board of Directors shall restore or replace such improvements on the land remaining in the Common Area, to the extent lands are available, unless within sixty (60) days after such taking, the majority of the Members vote otherwise.
- 2) If it is determined by the Board of Directors that any such improvements are not to be repaired or restored, or if the taking does not involve any Improvements on the Common Area or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be deposited into the Association's general account or distributed in equal shares to Members in good standing, less any unpaid fines or Assessments, as determined by the Board of Directors.

14.3 Complete Condemnation

If all of Gold Hill Airpark is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the Association shall terminate. The portion of the condemnation award attributable to the Common Area shall be distributed in equal shares to all Members in good standing, less any outstanding fines or Assessments.

ARTICLE XV: EXPANSION

15.1 Reservation of Right to Expand

The Association shall expand the effect of this Declaration to include all future property which comes into its possession and control. The Association shall have the unilateral right to transfer to any other person this right to expand by an instrument duly recorded.

15.2 Declaration of Annexation

- (A) Such expansion may be accomplished by recording a Declaration of Annexation in the Public Records of Rowan County, North Carolina, describing the real property to be annexed to the Airpark, submitting it to the Covenants and Restrictions contained in this Declaration, and providing for voting rights and Assessment allocations as provided in this Declaration.
- (B) Any such expansion shall be effective upon the filing for record of such Declaration of Annexation unless otherwise provided therein.
- (C) The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. Upon the recording of any such Declaration of Annexation, the definitions used in this Declaration shall be expanded automatically to encompass and refer to Gold Hill Airpark as expanded. Such Declaration of Annexation may add, delete or modify provisions of this Declaration as it applies to the expansion property as provided in Article XI.

ARTICLE XVI: CERTIFICATION

This Declaratory Statement of Covenants and Restrictions supersedes and replaces in their entirety the "Declaratory Statement of Covenants and Restrictions" which run with the land of GOLD HILL AIRPARK, MORGAN TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA, filed September 21, 2005, as recorded in the office of the Rowan County Registry of Deeds, Book 1046, Page 633, by the Gold Hill Airpark Homeowners' Association.

This Declaratory Statement of Covenants and Restrictions was drafted and approved by a special committee of residents living within the Airpark and the Association's Board of Directors. It was then presented to the Lot Owners at a Special Meeting, held on August 20, 2016.

As evidenced by the signed ballot sheet that is Appendix B of this Declaration, a total of thirty (30) of the thirty-two (32) individual owners of the Properties subject to this Declaration voted in favor of adopting these Covenants and Restrictions. One (1) voted against implementation, and one (1) Lot Owner was not in attendance at the meeting and did not send a proxy. The thirty (30) votes for approval represents ninety-four (94) percent of all Lot Owners, well in excess of the required seventy-five (75) percent to implement this modification to the existing Covenants and Restrictions.

In TESTIMONY WHEREOF, the elected representatives of the Association have hereby set their hands in Rowan County, North Carolina.

ROWAN COUNTY, NORTH CAROLINA

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

GOLD HILL AIRPARK HOMEOWNERS' ASSOCIATION, INCORPORATED

Thomas W. May, Sr., President

Thomas W. May Sr.

John B. Ciolino, Secretary

John B. Ciolino

Elizabeth Blake, Treasurer

Elizabeth Blake

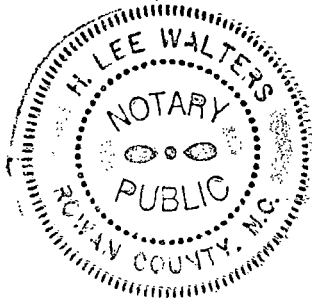
Brian Cooker, Director-at-Large

Brian Cooker

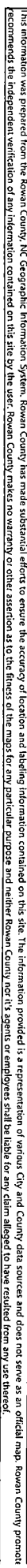
DATE: August 25, 2016

H. Lee Walters
H. Lee Walters

My Commission Expires: February 15, 2020



Note: The original signed Declaration is on file with the Secretary of the Association.

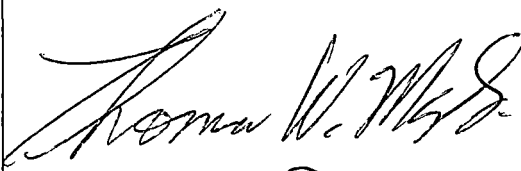
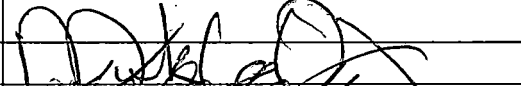
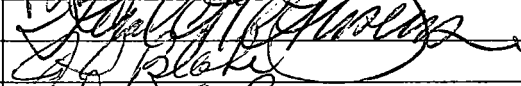
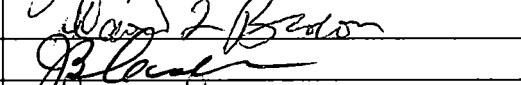
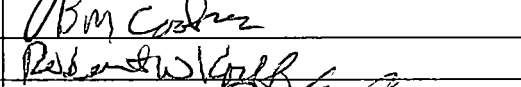
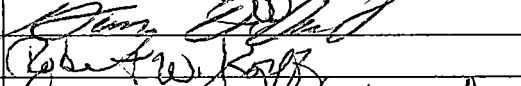
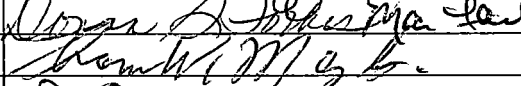
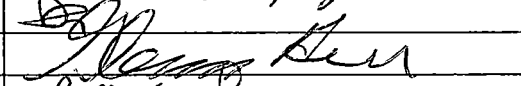
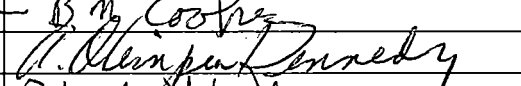
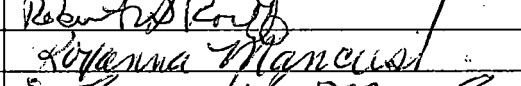
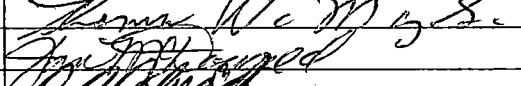
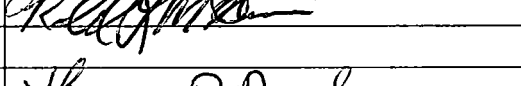
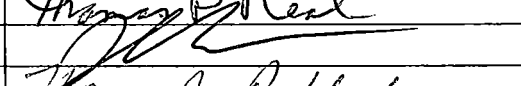
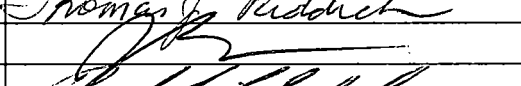
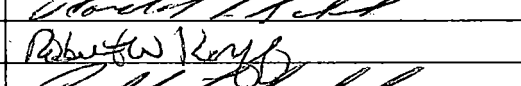
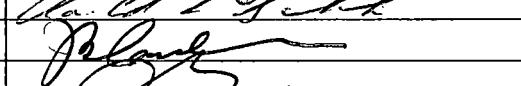
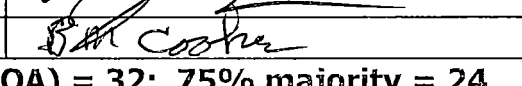
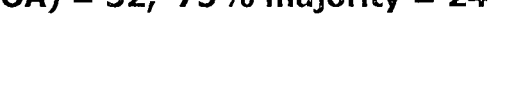




APPENDIX A

Ballot On Proposed Changes to the Covenants and Restrictions for Gold Hill Airpark

APPENDIX B

I cast my vote as indicated next to my signature below on the Declaration of Covenants and Restrictions for Gold Hill Airpark dated August 20, 2016.

| Lot Owner | Lot # | Proxy | Signature | Vote - Yes/No |
|-------------|--|-----------|--|---------------|
| HOA | Lots 14, 15, 16, 17, 31, 45, Parcel 543 014 (Rwy), Parcel 543 075 (lagoon area), other common area | President |  | Yes |
| Aguas | 10 | |  | No |
| Ahrens | 3 | |  | YES |
| Blake | 24 | |  | Y |
| Brown | 26 | |  | yes |
| Ciolino | 21 | |  | yes |
| Cooker | 25 | |  | yes |
| Creech | 6 | Korff |  | yes |
| Dehart | 37, 38, 39, 40 | |  | Y |
| Floeth | 7 | Korff |  | YES |
| Forbes | 2 | |  | yes |
| Francis | 11 | May |  | yes |
| Griffiths | 46 | |  | YES |
| Hannon | 4 | Cooker |  | yes |
| Herr | 23 | |  | yes |
| Kennedy | 20 | |  | yes |
| Korff | 35 | |  | yes |
| Mancusi | 5 | |  | yes |
| May | 12 | |  | yes |
| McDougald | 34 | |  | yes |
| McGowan | ID 543 098 | | | yes |
| Miller | ID 543 099 | | | yes |
| Neal | 22 | | | yes |
| Osborne | 1 | | | yes |
| Reddeck | 42, 43, 44 | | | Y |
| Rumburg | 18 | Osborne | | yes |
| Schreck | 13 | | | Y |
| Shackleford | 32 | Korff | | YES |
| Spicer | 19 | Schreck | | Y |
| Starr | 8, 9 | Ciolino | | YES |
| Stewart | 47, 48, 49, 50 | OSBORNE | | yes |
| Walters | 28, 29, 30, 33, 36 | Cooker | | yes |

Total number of Lot Owners (including HOA) = 32; 75% majority = 24

Voting Proxy
Gold Hill Airport Lot Owners
August 2016 Special Meeting on the Covenants and Restrictions

A Special Meeting of the Gold Hill Airport Lot Owners covered under the Covenants and Restrictions will be held on Saturday, August 20, 2016 at 1:00 pm.

If you cannot attend this Special Meeting you can designate a fellow Lot Owner or BOD member as your proxy by filling in the information below and sending this sheet to the person you name as proxy. As an alternative, you can designate your proxy by e-mail. To be considered a valid proxy your e-mail must contain the following statement:

I, William J. Rumburg Brett Osborne
"I, (your name), hereby authorize (name of member selected as proxy) to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

All proxy designations must be received before **August 20, 2016**.

Note: If you wish to vote in a specific way on the adoption of the Covenants make sure to indicate your preferences on the back of this form or in your e-mail to the person holding your proxy.

Voting proxy

I, William J. Rumburg hereby authorize and request:
(Print your name)

Check one:

Board of Directors:

- () Tom May, President, **OR**
- () Betsy Blake, Treasurer, **OR**
- () John Ciolino, Secretary, **OR**
- () Brian Cooker, Director-at-Large, **OR**

(☒) my fellow HOA member Brett Osborne
(Print name of member)

to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

Signed:

William J. Rumburg Date: 8.19.16
(Your signature)

Voting Proxy
Gold Hill Airpark Lot Owners
August 2016 Special Meeting on the Covenants and Restrictions

A Special Meeting of the Gold Hill Airport Lot Owners covered under the Covenants and Restrictions will be held on Saturday, August 20, 2016 at 1:00 pm.

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"I, your name , hereby authorize name of member selected as proxy to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

All proxy designations must be received before **August 20, 2016**.

Note: If you wish to vote in a specific way on the adoption of the Covenants make sure to indicate your preferences on the back of this form or in your e-mail to the person holding your proxy.

Voting proxy

I, Amy Stewart hereby authorize and request:
(Print your name)

Check one:

Board of Directors:

- () Tom May, President, **OR**
- () Betsy Blake, Treasurer, **OR**
- () John Ciolino, Secretary, **OR**
- () Brian Cooker, Director-at-Large, **OR**

☒ my fellow HOA member Brett Osborne
(Print name of member)

to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

Signed: Amy Stewart Date: 8/20/16
(Your signature)

Voting Proxy
Gold Hill Airpark Lot Owners
August 2016 Special Meeting on the Covenants and Restrictions

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"I, your name , hereby authorize name of member selected as proxy to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

All proxy designations must be received before **August 20, 2016**.

Note: If you wish to vote in a specific way on the adoption of the Covenants make sure to indicate your preferences on the back of this form or in your e-mail to the person holding your proxy.

Voting proxy

I, Elmy E Creech hereby authorize and request:
(Print your name)

Check one:

Board of Directors:

- ☐ Tom May, President, **OR**
- ☐ Betsy Blake, Treasurer, **OR**
- ☐ John Ciolino, Secretary, **OR**
- ☐ Brian Cooker, Director-at-Large, **OR**

☒ my fellow HOA member Robert Korff
(Print name of member)

to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

Signed:

Elmy E Creech Date: 8-13-16
(Your signature)

Voting Proxy
Gold Hill Airpark Lot Owners
August 2016 Special Meeting on the Covenants and Restrictions

A Special Meeting of the Gold Hill Airport Lot Owners covered under the Covenants and Restrictions will be held on Saturday, August 20, 2016 at 1:00 pm.

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"I, (your name) , hereby authorize (name of member selected as proxy) to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

All proxy designations must be received before **August 20, 2016**.

Note: If you wish to vote in a specific way on the adoption of the Covenants make sure to indicate your preferences on the back of this form or in your e-mail to the person holding your proxy.

Voting proxy

I, Yow- Chin Liao-Floeth, Judy Floeth hereby authorize and request:
(Print your name)

Check one:

- Board of Directors:
- () Tom May, President, **OR**
 - () Betsy Blake, Treasurer, **OR**
 - () John Ciolino, Secretary, **OR**
 - () Brian Cooker, Director-at-Large, **OR**

(X) my fellow HOA member Bill Korff
(Print name of member)

to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

Signed:  Date: August 19, 2016
(Your signature)

John Ciolino

From: Ron <beachhunter01@yahoo.com>
Sent: Wednesday, August 10, 2016 9:08 AM
To: JohnCiolino@carolina.rr.com
Subject: Proxy vote upcoming meeting

I Ronald Francis, lot 11 owner hereby give Thomas May Sr. Permission to represent my interest in the upcoming Gold Hill meeting .

Sent from my iPad

Voting Proxy
Gold Hill Airpark Lot Owners
August 2016 Special Meeting on the Covenants and Restrictions

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"I, (your name) , hereby authorize (name of member selected as proxy) to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

All proxy designations must be received before **August 20, 2016**.

Note: If you wish to vote in a specific way on the adoption of the Covenants make sure to indicate your preferences on the back of this form or in your e-mail to the person holding your proxy.

Voting proxy

I, Paul I. Hannon hereby authorize and request:
(Print your name)

Check one:

Board of Directors:

- () Tom May, President, **OR**
- () Betsy Blake, Treasurer, **OR**
- () John Ciolino, Secretary, **OR**
- (☒) Brian Cooker, Director-at-Large, **OR**

() my fellow HOA member _____
(Print name of member)

to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

Signed:

Paul I. Hannon Date: August 9, 2016
(Your signature)

Voting Proxy
Gold Hill Airpark Lot Owners
August 2016 Special Meeting on the Covenants and Restrictions

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"I, (your name) , hereby authorize (name of member selected as proxy) to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

All proxy designations must be received before **August 20, 2016**.

Note: If you wish to vote in a specific way on the adoption of the Covenants make sure to indicate your preferences on the back of this form or in your e-mail to the person holding your proxy.

Voting proxy

I, LARRY SHACKLEFORD hereby authorize and request:
(Print your name)

Check one:

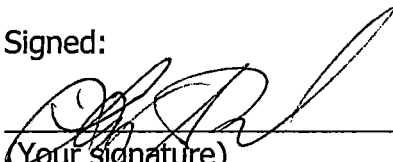
Board of Directors:


- ☐ Tom May, President, **OR**
- ☐ Betsy Blake, Treasurer, **OR**
- ☐ John Ciolino, Secretary, **OR**
- ☐ Brian Cooker, Director-at-Large, **OR**

☒ my fellow HOA member BILL & DAN KUFF
(Print name of member)

to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

Signed:

 Date: 8-18-2016
(Your signature)



John Ciolino

From: Tony Spicer <tspicer39@gmail.com>
Sent: Friday, August 05, 2016 1:38 PM
To: Ron Schreck; John Ciolino
Subject: Voting proxy

I, Henry A Spicer, hereby authorize Ron Schreck to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

Voting Proxy
Gold Hill Airpark Lot Owners
August 2016 Special Meeting on the Covenants and Restrictions

A Special Meeting of the Gold Hill Airport Lot Owners covered under the Covenants and Restrictions will be held on Saturday, August 20, 2016 at 1:00 pm.

If you cannot attend this Special Meeting you can designate a fellow Lot Owner or BOD member as your proxy by filling in the information below and sending this sheet to the person you name as proxy. As an alternative, you can designate your proxy by e-mail. To be considered a valid proxy your e-mail must contain the following statement:

"I, H. LEE WALTERS (your name), hereby authorize BRIAN COOKER (name of member selected as proxy) to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

All proxy designations must be received before **August 20, 2016**.

Note: If you wish to vote in a specific way on the adoption of the Covenants make sure to indicate your preferences on the back of this form or in your e-mail to the person holding your proxy.

Voting proxy

I, H. LEE WALTERS hereby authorize and request:
(Print your name)

Check one:

Board of Directors:

- () Tom May, President, **OR**
- () Betsy Blake, Treasurer, **OR**
- () John Ciolino, Secretary, **OR**
- (☒) Brian Cooker, Director-at-Large, **OR**

() my fellow HOA member _____
(Print name of member)

to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

Signed:

H. Lee Walter Date: 8/16/2016
(Your signature)

Voting Proxy
Gold Hill Airpark Lot Owners
August 2016 Special Meeting on the Covenants and Restrictions

A Special Meeting of the Gold Hill Airport Lot Owners covered under the Covenants and Restrictions will be held on Saturday, August 20, 2016 at 1:00 pm.

If you cannot attend this Special Meeting you can designate a fellow Lot Owner or BOD member as your proxy by filling in the information below and sending this sheet to the person you name as proxy. As an alternative, you can designate your proxy by e-mail. To be considered a valid proxy your e-mail must contain the following statement:

"I, (your name) , hereby authorize (name of member selected as proxy) to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

All proxy designations must be received before **August 20, 2016.**

Note: If you wish to vote in a specific way on the adoption of the Covenants make sure to indicate your preferences on the back of this form or in your e-mail to the person holding your proxy.

Voting proxy

I, LARRY DEAN STARR hereby authorize and request:
(Print your name)

Check one:

Board of Directors:

- () Tom May, President, **OR**
() Betsy Blake, Treasurer, **OR**
(✓) John Ciolino, Secretary, **OR**
() Brian Cooker, Director-at-Large, **OR**

() my fellow HOA member _____
(Print name of member)

to exercise my vote on the adoption of new Covenants and Restrictions brought before the Special Meeting held on August 20, 2016.

Signed:

Signed: Lucy D. Steen Date: 8/19/2016
(Your signature)