

NORTH CAROLINA
ROWAN COUNTY

GOLD HILL AIRPARK
GOLD HILL, NORTH CAROLINA

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

THIS DECLARATION, made this the _____ day of September, 2005, by the Gold Hill Airpark Homeowners Association, Incorporated (a non-profit Corporation), hereinafter referred to as “Declarant”.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain lands situated in Rowan County, North Carolina, which are contained in a Subdivision Plat recorded in the Subdivision Map Book 543 at Page 1843, in the office of the Register of Deeds for Rowan County, North Carolina; and

WHEREAS, Declarant is the cognizant management authority of said Airpark and desires to afford each landowner the natural and structural beauty for the accommodation of gracious living and at the same time provide convenience of facilities for the furtherance of their common interest in aviation.

WHEREAS, Declarant desires to ensure the values and amenities of said subdivision, to prevent any future impairment thereof, and to provide for the maintenance of all Common Areas by subjecting the land, together with any additional or modified structures to the covenants and restrictions herein set forth.

WHEREAS, Declarant is the designated entity, with full powers of execution and responsibility for future planning, maintaining and administering to the management needs of the subdivision, including the enforcement of the covenants and restrictions and the collection and disbursement of assessments and other charges hereinafter determined appropriate.

NOW, THEREFORE, Declarant, hereby declares that all of said lots for which these Covenants and Restrictions are adopted are held and shall continue to be held, transferred, sold, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Covenants and Restrictions, all of which are declared and agreed upon for the improvement and benefit of the subdivision. This declaration of Covenants and Restrictions is designed for the purpose of keeping said subdivision desirable and uniform and in suitable esthetic, practical and architectural design and use as herein specified, and all of the covenants and restrictions contained herein shall run with the land (lots) and be binding upon all parties having or acquiring any right, title or interest in or to the real property or any part or parts thereof.

DECLARATION of COVENANTS and RESTRICTIONS

DESCRIPTION of PROPERTY LOTS

The following lots are subject to the GENERAL COVENANTS and RESTRICTIONS hereinafter appearing, all of which lots appear of record on a survey plat which is recorded in the Subdivision Map Book 543 at Page 1843, Rowan County Registry of Deeds.

BEING all of lots number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 43, 44, 45, 46, 47, 48, 49, 50, and unnumbered lots having TAX ID 543-098(2.22ac), and 543-099(1.90ac).

Lot 10 (dedicated to the Community Well) and lots 14, 15, 16, and 17 (dedicated as part of the Buffer Zone of the Community Waste Water Treatment Facility) are subjected to these Covenants and Restrictions excepting the use of these lots is restricted until such use is no longer required.

GENERAL COVENANTS and RESTRICTIONS

The above-described lots are subject to the following Covenants and Restrictions which are to run with the land and shall be binding upon the Grantees herein and all persons, firms, and corporations owning said real property and those claiming under them:

1. **PURPOSE and STYLE of BUILDINGS:** Each lot shall be used solely for single-family dwelling purposes. Any structure in addition to the single-family dwelling shall conform in both style and design to the existing dwelling thereon.

2. **BUILDING SETBACKS:** No dwelling or other building shall be located on any lot nearer than fifty (50) feet from the lot line(s) fronting on a taxiway, street, or the runway and no nearer than twenty (20) feet from the interior lot lines.
3. **CONSTRUCTION SCHEDULING:** The exterior of all houses and other structures must be completed within eighteen (18) months after construction of same shall have commenced, except where such completion is impossible or would result in great hardship on the owners or builders due to strikes, fires, etc. No structure shall be constructed prior to completion of construction of the main residential building. However, construction of a detached hangar and/or garage is permitted simultaneously with construction of the principal residence.
4. **MINIMUM SIZE of HEATED AREA:** The ground floor area of each residential dwelling, exclusive of one-story open porches and garages, shall not be less than 1300 square feet of "heated area" for a one-story dwelling, nor less than 800 square feet of heated area for a dwelling of more than one story, and in no event shall there be less than a total of 1500 square feet of "heated area" in a dwelling of more than one story.
5. **LIMITATIONS on RESIDENCES:** No trailers, basements, mobile homes (whether single wide or double wide) or other buildings, including tents, travel trailers, and motor homes, or structures other than a dwelling described herein, shall at any time be used as a residence, temporary or permanent, nor shall any structure of any temporary character be used as a residence.
6. **ARCHITECTURAL REVIEWS:** Prior to commencement of any external construction in Gold Hill Airpark all architectural, engineering, and surveying plans and/or drawings etc must be reviewed and approved by the Architectural Committee designated by Declarant. In addition, no building, fence, wall, antenna, flagpole, or other structure or any attachment or addition to an existing structure, whether a residence, accessory building or hangar or other similar improvements shall be commenced, erected, or maintained upon any property until the plans and specifications of such proposed work have been reviewed and approved in writing by the Architectural Committee. The intent of this paragraph is not to restrict or regulate landscaping or yard ornamentation.
7. **AIRCRAFT RIGHT-OF-WAY:** Aircraft will have the right-of-way over all other vehicles at all times. Lot owners must not prevent the safe passage of aircraft on roadways/taxiways, or runway by causing or permitting unattended vehicles or other obstructions to be placed or parked on or adjacent to the roadways/taxiways, or runway.
8. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on said lots, except that household pets such as dogs and cats may be kept, but not for commercial purposes, and only to the extent that they do not pose a hazard or cause a nuisance. All animals kept on the property shall be adequately confined or tethered at all times so as to prevent any running loose on common area property, runway, or roadways/taxiways or to cause a nuisance to a neighboring property owner.

9. **PROPERTY MAINTENANCE:** All lots shall be kept clean and free of garbage, trash, junk, debris, excessive vegetation, and any other substance that might contribute to a health or safety hazard.
10. **STORAGE on LOTS:** No inoperative vehicles of any sort nor parts thereof are to be left about the premises at any time. No unsightly material, apparatus, unused objects nor parts thereof shall be permitted to remain on said lots. The use of incinerators and burning are prohibited except during the construction phase or with specific approval of Declarant. Burning of yard waste is permitted when done in accordance with local laws and regulations.
11. **NUISANCES:** No offensive or noxious activities shall be carried on upon said lots, nor shall any activity or condition amounting to a nuisance be carried on or maintained thereon or therein.
12. **SIGNAGE:** No sign shall be erected, placed or permitted on any residential lot, except:
 - a) A maximum of two standard real estate “for sale” signs, not to exceed eighteen by twenty-four inches each.
 - b) A single sign, not to exceed an area of four square feet for the purpose of identifying the lot address and/or owners or residents of the property.
 - c) Sign(s) to advertise a garage or yard sale. Such signs may not be displayed earlier than 48 hours prior to the event and must be removed within 24 hours after the event.
13. **GARBAGE and TRASH:** No receptacle for garbage or trash shall be maintained which is generally visible from public view. All garbage and trash shall be disposed of properly and in a timely manner.
14. **SEPTIC TANKS:** Each lot owner shall be responsible for the installation and maintenance of any septic tank(s) and pump tank(s) on his property. In addition, each lot owner agrees to have his septic tank or tanks pumped at seven year intervals, or less, at his expense.
15. **GUARANTEES to LOT OWNERS:** Owners of said lots who are subject to these General Covenants and Restrictions and who remain current on all assessed dues and fees are guaranteed the right to taxi their aircraft on the streets of Gold Hill Airpark, and to use the runway and other common areas of Gold Hill Airpark as long as they own lots in Gold Hill Airpark. Said lot owners may also park their aircraft on their respective lots. It is further guaranteed to each said lot owner that the runway shall remain a runway for the duration of their ownership of said real property in Gold Hill Airpark. In the event that any governmental agency (whether Local, State, Federal or Judicial) should impose restrictions upon, or acquire, Airpark property or if for any other reason the Airpark is caused to cease normal operation as an airfield then the provisions of this paragraph will not apply.

16. **ENFORCEMENT of COVENANTS:** These covenants and restrictions run with the land and shall bind the BUYERS, their heirs, executors, administrators, personal representatives, and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for the Declarant to prosecute any proceedings at law or in equity against those violating or attempting to violate such covenants or restrictions and either to prevent him, them, or it from doing so, or to recover damages for such violation.
17. **RESPONSIBILITIES of DECLARANT:** The Declarant will be responsible for upkeep, maintenance, repair and operation of the community well water system and the waste water treatment system which serve the subdivision. In addition, the Declarant shall be responsible for upkeep, maintenance, and repair of all streets, taxiways, and the airpark runway. Provided however, the Declarant reserves the right to charge fees and/or dues to the owners of said lots for the purpose of paying for all such upkeep, maintenance, repair, and operation.
18. **APPLICABILITY of COVENANTS:** Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall hereinafter remain in full force and effect. The laws of the State of North Carolina shall govern the control and interpretation of these covenants and restrictions.
19. **TERM:** These covenants and restrictions contained herein are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the Rowan County Register of Deeds office, after which time said covenants shall be automatically extended and renewed for successive periods of ten (10) years, unless an instrument signed by at least 75% of the then owners of the lots has been recorded, agreeing to change such covenants, in whole or in part.

This Declaratory Statement of Covenants and Restrictions supersedes and replaces in their entirety the "Declaratory Statement of Covenants and Restrictions" and the "Supplement to Declaratory Statement of Covenants and Restrictions" which run with the land of GOLD HILL AIRPARK, MORGAN TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA, filed February 25th, 1986 and April 16th, 1992, respectively, as recorded in the office of the Rowan County Registry of Deeds, Book 0623 Page 629, and Book 0689 Page 658, respectively, by (then) Declarant John Paul Fine, Jr. Further References are available at: Deed Book 0972 Page 485, Deed Book 1018 Page 381, Deed Book 0728 Page 044.

This Declaratory Statement of Covenants and Restrictions, to run with the land is hereby so declared and voluntarily executed the day and year first written.

This Declaratory Statement of Covenants and Restrictions was drafted and approved by a Special Committee of residents living within the Airpark Subdivision and the Declarant's Board of Directors. It was then presented to the Declarant's Membership at its Annual Meeting, held on February 26th 2005, where a unanimous vote of approval was received. The remaining Lot Owners of Record of the lots subjected to the covenants were then solicited by mail. As evidenced by the signed ballots recorded on the following pages of this document, a total of 46 of the individual and corporate owners of platted lots within the Airpark Subdivision have agreed in writing to implement these Covenants and Restrictions. The owners of 4 lots did not submit ballots. Thus the approval by 46 owners of the total of 50 lots represents 92%, well in excess of the required 75%, to implement this modification to the existing Covenants and Restrictions.

In TESTIMONY WHEREOF, the elected representatives of Declarant, have hereby set their hands and Declarant's Corporate Seal in Rowan County, North Carolina, this day and year first written.

GOLD HILL AIRPARK HOME OWNER'S
ASSOCIATION, INCORPORATED.

BY: _____ dated _____
President

BY: _____ dated _____
Secretary

BY: _____ dated _____
Treasurer

NORTH CAROLINA
ROWAN COUNTY

I, _____, a Notary Public for Rowan County, North Carolina, certify that H Lee Walters personally came before me this day and acknowledged that he is President of the Gold Hill Airpark Homeowner's Association a Corporation, and that he as President being authorized to do so, executed the foregoing on behalf of the Corporation.

WITNESS my hand and official seal, this the _____ day of _____, 2005.

NOTARY PUBLIC

seal

MY COMMISSION EXPIRES: _____, _____, _____
Month Day Year

NORTH CAROLINA
ROWAN COUNTY

I, _____, a Notary Public for Rowan County, North Carolina, certify that Paul G Kennedy personally came before me this day and acknowledged that he is Secretary of the Gold Hill Airpark Homeowners Association a Corporation, and that he as Secretary being authorized to do so, executed the foregoing on behalf of the Corporation.

WITNESS my hand and official seal, this the _____ day of _____, 2005.

NOTARY PUBLIC

seal

MY COMMISSION EXPIRES: _____, _____, _____
Month Day Year

NORTH CAROLINA
ROWAN COUNTY

I, _____, a Notary Public for Rowan County, North Carolina, certify that Jan E McDougald personally came before me this day and acknowledged that she is Treasurer of the Gold Hill Airpark Homeowners Association a Corporation, and that she as Treasurer being authorized to do so, executed the foregoing on behalf of the Corporation.

WITNESS my hand and official seal, this the _____ day of _____, 2005.

NOTARY PUBLIC

seal

MY COMMISSION EXPIRES: _____, _____, _____
Month Day Year

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